



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
समन्वय प्रभारी का कार्यालय
OFFICE OF THE COORDINATION IN-CHARGE

No. AAI/VOML/OPS-32/OPS Support/2022

Dated: 14.12.2022

To

M/s Babban Dubey
560, Vishnulok Colony
Jwalapur, Haridwar- 249407
Mob no: 8299131845, 9410997558
Email id: Babbandubey.dubey@gmail.com

Sub: **Work Order for Providing Air Traffic Control Operations Support Services at Mangalore International Airport**

Ref: 1) AAI Tender No. AAI/ML/ATM/OPS 32/OPS Support/2022
(E-Tender ID: 2022_AAI_135162)
2) Your Bid Id No.494128

Dear Sir,

The competent authority has accepted your e-Tender for the work mentioned above as per the rates quoted by you i.e; Rs 12,28,032/=(Rupees twelve lakhs twenty eight thousand thirty two only) GST applicable as extra for a period of 12 month, extendable for a further period of 12 months on same terms and conditions from the date of commencement of the work at Mangalore International Airport.

The award of contract is subject inter alia to the following terms and conditions.

1. The work shall be commenced within 45 days of award of this work order. The expected date of commencement of the contract is 01.01.2023.
2. The Scope of the work is provided in the Tender Documents.
3. There would be requirement of Six (semi-skilled labours) for the satisfactory discharge of the work. The place of the work is NATSB, Mangalore Airport. The service is on round the clock basis.
4. Duration of the contract is 12 Months, extendable for another period of 12 months on same terms and conditions, from the date of commencement of the work.
5. You are required to execute a contract agreement drawn on non-judicial stamp paper of value as per prevailing stamp rules of Karnataka state in the format as given in E-Tender within 15 days from the date of award of this work.
6. The contractor, whose tender is accepted, shall furnish performance bank guarantee for the fulfilment of his contract, an amount equal to 10% of the work order value towards the contract.

मंगलूरु अंतर्राष्ट्रीय हवाई अड्डा, बजपे पी.ओ. - 574142
Mangaluru International Airport, Bajpe PO - 574142
www.aai.aero

दूरभाष: 2880720/2220401
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7. The Bank Guarantee shall be of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form. (The GST details and Bank account details of AAI, Mangaluru Airport is attached)
8. The contractor shall within 30 calendar days of the issue of work order, shall submit unqualified performance guarantee of 10% (Ten Per Cent) of the Work Order value to AAI in the form of an irrevocable and unconditional bank guarantee, on a Nationalized / Scheduled Bank, as per Proforma attached as Appendix-IV in the E-Tender.
9. The Performance Guarantee shall be valid for 180 days beyond the contract period or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be en-cashed by AAI with or without notice.
10. The contractor shall pay to labour employed by him wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
11. The Coordination-In-Charge shall have the right to deduct from the amount due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
12. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Coordination-In-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the Coordination-In-Charge concerned.
13. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made there under from time to time.
14. The contractor shall not harass, extort any money or otherwise exploit any worker and ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.
15. The wages of every person employed by a contractor shall be paid before the expiry of seventh day of the last day of the wage period in respect of which the wages are payable. The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.



16. The wages of the labours deployed in work are to be paid only by crediting the wages in his account through ECS after obtaining authorization from the contract workers to ensure timely payments to the workers. (NO CASH PAYMENT IS PERMISSIBLE).
17. Contractor will be allowed running payments once in a month after deducting statutory deductions if any.
18. The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under Contractor should comply the provision of Employees provident Fund act, ESI and Bonus act as per rules. Necessary payment towards this should be made accordingly and proof of document has to submit before processing the bill. ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
19. The work shall be executed as mentioned in Tender Document. ATS In-charge, Airports Authority of India Mangaluru International Airport will be the Office in-Charge for this Job. Any Correspondence related to this work may be addressed to the ATS in-Charge.

20. Wages to be paid to the Labours.

- a) The staff shall be paid a wage not less than the minimum wages as notified by the Government of India or state government in their respective category, whichever is higher.
 - b) Minimum wages and other statutory payments shall be paid to the workers by the contractor. Other than statutory deductions like EPF, ESI, no other amount is deducted or otherwise recovered by jamadar or contractor from the wages of workmen.
 - c) In case of any violation or complaint, the contract is liable to be terminated (as per clause 3 at page 35 of the tender documents) and penal action may be taken against the firm which may include but not limited to blacklisting of the firm.
 - d) The contractor shall not remove any labour except with the prior permission of the Coordination-In- Charge.
 - e) Also, all payments made to the personnel should be mandatorily through banking channels only. No cash payment to the personnel should be made under any circumstances.
 - f) The payment to the workmen engaged by the contractor has to be made on or before 7th of every month.
 - g)
21. The contractor has to maintain the wage & OT/Attendance register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.

22. Payments to the contractor.

No mobilization Advance shall be paid. Running payments will be made monthly basis in the succeeding month after deducting necessary Security Deposit (if applicable), IT and any other statutory taxes, duties , levies and any or all recoveries, penalties, etc., which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of month with all supporting documents as follows.



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- a) GST Invoice in Duplicate.
 - b) Satisfactory Completion certificate issued by ATS in-Charge.
 - c) Attendance Sheet
 - d) Proof of payment of wages to the labours bank account.
 - e) Copies of salary slip, wage register, EPF, ESI challan,
 - f) Bonus payment details.
 - g) Bank account details as per Annexure-V
23. The contractor is required to pay bonus @ 8.33% of wage payment to their workman employed during the period of contract as per the Payment of Bonus (amendment) Act, 2015. Final bill will be released only after confirmation of payment of bonus to the workmen deployed for the work.
24. The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Coordination-In-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Coordination-In-Charge, will, as far as possible be made within three months, the period being reckoned from the date of receipt of the bill by the Coordination-In-Charge or his authorized representative.
25. **Paying Authority**
Bill shall be raised in favour of
- Co-ordination In-Charge**
Airports Authority of India
Mangaluru International Airport
Mangaluru-574 142.
GSTIN: 29AAACA6412D2Z3
- (Correspondence Address:
Office of the Co-ordination In-charge,
Old Airport Colony road,
NATS-Building
Bajpe, Mangaulru,
Karnataka PIN: 574142)
26. **INCOME TAX AND LABOUR CESS**
- a. Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
 - b. Labour cess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.
27. The contract shall not be assigned or sublet without prior written approval of Co-ordination In-Charge.



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28. Foreclosure of contract due to Abandonment or Reduction in Scope of Work: If at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Coordination- In-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
29. Contractor shall also protect and fully indemnify the AAI from any claims from contractor's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
30. Contractor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements.
31. Contractor shall not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, It shall immediately report it to the appropriate Authority in AAI.
32. All the terms, conditions and clauses stipulated in the Tender Document no AAI/ML/ATM/OPS32/OPS Support/2022 _ (E-Tender ID: 2022_AAI_135162) forms a part of this work order.
33. The Contractor should strictly comply with AAI conditions of contract, clauses of contract, contractor's labor regulations as per the tender document.
34. This award letter will form part of agreement.
35. The personnel engaged by the contractor will be required to work as per the scope of work mentioned in the e- Tender document.
36. Any further correspondence in connection with the contract should normally be addressed to the Coordination-In-Charge, AAI, Mangalore International Airport.
37. EPF, ESI and bonus will be reimbursed as per the prevailing rules on submission of documentary evidence.
38. Contractor shall in his own interest cover all the workmen employed for this work under group insurance for unlimited incidents/events. The contractor shall be sole responsible for settlement of any compensation arising out of workmen compensation act and AAI will not be responsible.



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39. Thorough background verification of credentials, qualification character & police verification of the workmen shall be undertaken by the contractor before provisioning/deployment of worker at the sites.
40. BCAS security programme and clearance to be obtained by the contractor. The contractor shall be responsible to obtain Airport Entry Passes from the BCAS on its own name and one copy of the same shall be submitted to the office for record before deploying each person. Manpower provided under this contract shall wear the AEP at all times while on duty in accordance with the guidelines of BCAS/CISF/AAI/Airport Operator. AEP would be subject to verification at any time by this office and AAI may refuse entry of the person deployed in its premises who does not wear his/her AEP card.
41. The Contractor firm shall provide fully trained, disciplined and well dressed personnel with normal eye sight (with or without glasses) and without any hearing disability. Contractor shall ensure provisioning/deployment of qualified & disciplined workers. Bidder shall impart adequate training to the deployed worker/manpower regarding the dos & don'ts and safety work practices & precautions to be taken while performing duties in operational area of AAI.
42. The full particulars of the personnel to be deployed by the contractor including the names, qualification, past experience and address shall be furnished to the AAI along with testimonials before they are actually deployed for the job.
43. Acceptance of this work order may please be acknowledged by duly accepted and signing and returning a copy of this work order to this office.



(ABRAHAM KOSHY)

Coordination-In-Charge
Mangalore International Airport,
Airports Authority of India.

Internal:

- HoD- (FIN)
- SM (HR) with a request to forward the date of this contract to the relevant procedure.

समन्वय प्रभारी / Coordination In-charge

भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India

मंगलूर अंतर्राष्ट्रीय हवाई अड्डा / Office as per the prevailing

मंगलूर / Mangaluru - 574142