



एअर इंडिया एअरपोर्ट सर्विसेस लिमिटेड
AIR INDIA AIRPORT SERVICES LIMITED

AI AIRPORT SERVICES LIMITED

(Formerly known as AIR INDIA AIR TRANSPORT SERVICES LIMITED)

Regd. Office: 2nd Floor, GSD Building, Air India Complex, Terminal-2, IGI Airport, New Delhi-110037, India
CIN: U63090DL2003PLC120790

Ref. No. AIASL/REC/MAR-2022/

Date: 17/08/2022

Name: SOURAV BHOWMICK
Add - PLOT-2, APANJAN CO-OPERATIVE HOUSING,
GOPINATHPUR, DURGAAPUR-713219, WEST BENGAL

Sub: Fixed Term Contract for Appointment as Jr. Officer - Technical

1. APPOINTMENT

- 1.1. With reference to your application for the post of "Jr. Officer - Technical" in AI Airport Services Limited ("Company" or "AIASL") and your further consent by way of appearing for selection process for the said post subject to your background verification, we are pleased to induct you on fixed term contract basis for the position of "Jr. Officer - Technical".
- 1.2. We record having informed you that our Company has secured contracts for "Ground Handling" of flights at various airport in India and in order to fulfill such obligations, we are offering you an appointment on fixed term basis at **Kolkata Airport**. Your fixed term appointment shall be for the period during which the Company contract for Ground Handling remains in force. In case, contract of Company for Ground Handling is terminated or determined earlier than the fixed on any account whatsoever, in that case your services with the Company shall automatically come to an end. Whereas under no circumstances, extension of ground handling contract shall be deemed to be considered as extension of your contract with AIASL.
- 1.3. At the time of joining, you are requested to furnish copies of all the testimonials.
- 1.4. Your appointment with the Company is subjected to:
 - a) Submission of fitness certificate issued by a government doctor not below the rank of Senior Civil Doctor having experience of more than 10 years.
 - (b) The accuracy of the testimonials and information provided by you;

2. TERM

- 2.1 You are being appointed for the said position on contract basis, commencing from 17-08-2022 to 16-08-2023 and your services shall automatically stand terminated on the expiry date (16-08-2023).
- 2.2 In case you fail to join on the aforesaid date of joining for any reason, it will be assumed that you are no longer interested in the position offered and hence the offer shall be termed as null & void.

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3. SALARY AND BENEFITS

- 3.1. You will be paid gross emoluments of Rs.25300/- per month. Your emolument/compensation is subject to statutory deductions as recognized and applicable under applicable law or as the Company may determine from time to time.
- 3.2. Though by this Contract you are being treated as an independent contractor, AIASL shall still contribute for your Provident Fund under the Provident Fund and Miscellaneous Provisions Act, 1952 or any amendment thereto after deducting the appropriate sums from your compensation.
- 3.3. You will not be provided any accommodation by the Company. The liability for payment of all personal taxes shall be yours and your tax liability in respect of your emolument/compensation (including the responsibility of filing your income-tax returns) will be entirely your responsibility.
- 3.4. You shall not be entitled to any other remuneration whether in the form of allowances, perquisites, benefits or otherwise except as mentioned in this Contract.

4. TRANSFER

- 4.1. You are at present being based at Kolkata, but your services are liable to be transferred to any other AIASL station or any other group company / affiliate sister concern / subsidiary of the Company, anywhere in India. Your base location will be at the absolute discretion of AIASL. Refusal to carry out such instructions shall constitute misconduct for which your services shall be liable to be terminated immediately, without notice or payment in lieu of notice.
- 4.2. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of its contractual commitment to render any specific services to such other company or legal entity or as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.

5. DUTIES

- 5.1 You will commence employment with the Company from the date of joining according to the instructions given by the reporting superior.
- 5.2 You are expected to apply your best degree of professional, technical and administrative skills & experience, work diligently and with utmost care, honesty and professional ethics. You should use the office equipment, supplies, money and documents wisely.
- 5.3 You will devote all of your time, attention and energies towards the business of the Company, and shall assume and perform such further responsibilities and duties as may be assigned or directed by the Company.
- 5.4 You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you.
- 5.5 During the term of the contract with the Company, you will not render commercial or professional services of whatsoever nature to any person or organization, whether or not for

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pecuniary gain, without the prior written consent of the Company, and that you will not directly or indirectly commence or engage in any business that is competitive in any manner with the business of the Company.

- 5.6 You hereby agree that you will not participate in any activity that constitutes an actual or potential conflict of interest with your employment with the Company at any time during the term of your employment.
- 5.7 You will be responsible for the safe keeping & safe return of the assets or equipment of the Company entrusted to you, in good and working condition, otherwise, Company reserves the right to deduct the money value of such articles from your dues or take such action as may be deemed appropriate.
- 5.8 You warrant that you are under no contractual duty or obligation arising from any other contracts you may have entered into which restrains you for whatever reason from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or in conflict with your duties and obligations under this Contract.

6. WORK RULES

- 6.1 You will be, at all times, governed by the terms and conditions as specified in this Contract and the same will be applicable to you during the term of your employment with the Company. In case of any dispute with respect to your appointment or engagement, the terms and conditions as specified under this contract will alone apply and prevail.
- 6.2 Further the Company may at any time modify or change or add such terms and conditions policies, procedures, regulations or rules whether related to your salary or otherwise, and such changes will apply to your job responsibilities and be binding on you after the effective date of the change. It shall be your responsibility to familiarize with any and all such changes and modifications.
- 6.3 You acknowledge, agree and hereby consent that the Company may record and monitor your mails and telephone calls you may make or receive at work, for business reasons. You will devote your whole working time to the service of the Company and will not engage in any other employment. Failure to comply with the above will subject you to immediate termination without notice or payment in lieu of notice.
- 6.4 You shall carry out your obligations in the uniform / dress code as provided/informed by AIASL from time to time and shall be responsible for safe custody of all documents, manuals supplied to you and shall return the same on cessation of the contract.
- a. You shall ensure that under no circumstances, during the term of this Contract you indulge in any activity which involves any unwelcome sexual behaviour, humiliating conduct, causing mental agony and health hazards not limiting to the following as given below, failing which Company shall take strict legal action including filing police complaint, termination of this Contract on immediate basis, withholding payments, etc. without any consequences:-

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- Unsolicited physical contact to any part of the body or the dress worn of the other employee, person at the airport premises;
- Showing picture/video/cartoons/drawings which contain objectionable or pornographic contents;
- Sexual demand by words or actions;
- Sending SMS, joke, mails or letters that is conceived by the women as objectionable or sexual or pornographic;
- Talking or writing to woman that is considered sexually colored remarks like sentences used in movies which carry double meaning;
- Taking photographs of part of the body whether exposed or not;
- Manhandling, molestation, rape;
- Showing signals or bodily gesture that is generally accepted to have as sexually implicit meaning;
- Theft or inappropriate removal of Company possession.
- Willful destruction or abuse of Company property.
- Fighting or attempting bodily injury to another worker/employee or person while on Company property.
- Reporting to work under the influence of alcohol and/or drugs.
- Possession of alcoholic beverages, narcotics, firearms or weapons on Company premises.
- Insubordination or abuse of management.
- Any action deemed seriously detrimental to the Company's interest and reputation.

7. TRAININGS

- 7.1. You shall, if required at any time, undergo any training or refresher course as may be determined by AIASL.
- 7.2. In the event the Company organises and / or arranges any such training for you by incurring any expenditure, then you acknowledge that this will cause a business disruption to the Company and the time, energy and the money expenditure incurred for your training will be a loss to the Company. In view of the above, you agree that in consideration of impartation of training (if any) by the Company, after completing one month from date of joining the Company shall be entitled to deduct Rs 2000 per month for a period of 8 months and Rs.3000 per month for last 3 months from your monthly gross emolument/ compensation for 11 months from the date of completion of such training. In case, you leave, abandon or resign from the services of the Company or the Company terminate your services for any reason including but not limited to non performance, breach of any of the terms & conditions of this Contract or for any fraud, breach of trust, willful misconduct, negligence, breach or misappropriation of proprietary or Confidential Information or such similar reasons before the completion of the above mentioned 11 months, the Company shall be entitled to deduct the balance amount for the remaining months from the full and final settlement amount. The decision of the Company shall be final and binding upon you, in this regard.

8. CODE OF CONDUCT

- 8.1. You shall be liable to make good and pay for any loss caused to AIASL by your negligence, default or any breach of instructions issued from time to time by AIASL, without prejudice to its rights to take any other suitable action.

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8.2. During the tenure of this contract, you shall discharge your duties and obligations honestly, diligently and conscientiously in all respects, at all times, in the best interest of AIASL and you shall not sign any other contract or in any way render any assistance to any other organization or person.

8.3. Since it is clearly understood by and between the parties that under this contract of service no right much less a legal right shall vest in you to claim employment or otherwise seek absorption in the Company nor shall you have any right whatsoever to claim the benefits and / emoluments that may be permissible or paid to the non-contractual employees of the Company. You shall only be entitled to the benefits and emoluments as mentioned above - and accepted by you, irrespective of your place of posting during your contract period.

9. WORKING HOURS AND LEAVES

9.1. Your working hours, whether on shift or otherwise, will be determined and communicated to you from time to time, and shall also be subject to change without notice. You may be required to work for additional hours in case of any exigency, for which you will be compensated as decided by the Company.

9.2. Deployment of services will be at the sole discretion of the management and suiting to the exigencies of the Company.

9.3. You will be entitled for the leaves and holidays as per Leave policy and same shall be subject to change without any prior notice to you. Leave must be taken at such time or times as are convenient to the Company. Earned Leaves taken must be applied for at least 15 days in advance, failing which the Company at its sole discretion may refuse to grant such leaves. If you are absent from work due to illness, a medical certificate by a doctor empaneled with ESIC must be submitted to the Company by you upon your return. In case of you are not covered under ESIC, you need to provide certificate issued by a government doctor not below the rank of Senior Civil Doctor having experience of more than 10 years.

9.4. However, in the event of your absence from work because of over-staying the sanctioned leave beyond a period of 3 (three) days, without prior written permission, your Contract shall be liable to be terminated without any notice and/or a disciplinary action shall be taken against you by the Company.

10. PROBATION

10.1. You will initially be on probation for a period of 6 months and if found satisfactory, the same will be communicated to you in writing.

10.2. During the period of probation, your performance and attendance will be reviewed periodically. In case, if your performance and attendance is found to be unsatisfactory, your contract may be terminated without any notice.

11. CONFIDENTIAL BUSINESS AND TRADE SECRET

11.1. You acknowledge that during the term of this contract, you will be exposed to information about the Company, its affiliates like the business, financial affairs or technology of the Company or any information of its customers, know how, databases documents, internal

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controls, data processing programs, software, pricing, copyright, trademarks and/or business plans and methods of operation and proposed methods of operation, accounts, transactions and proposed transactions, and security procedures (collectively referred to as the "Confidential Information").

- 11.2. You agree to hold the Confidential Information in confidence and not to disclose the Confidential Information to any third person or entity or use it for its own benefit without the prior written consent of the Company and you shall not publish or advertise any matter which concerns your duties or business of AIASL in any form or manner.
- 11.3. You agree that if you fail to comply with any of your obligations under this Clause, the Company is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by you, in addition to any other remedies available to the Company in law or in equity.

12. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 12.1. You hereby assign to the Company all your rights, title and interests in and to any and all intellectual property rights, including but not limited to patents, trademarks and copyrights related to the Company's business or any asset, property, or software created during your employment, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by you, either alone or jointly with others, during your employment, whether or not during regular working hours.
- 12.2. You shall indemnify and keep indemnified the Company and its affiliates from and against all and any losses arising directly or indirectly from or as a consequence of any third party allegation or claim related to your failure to comply with any obligations under applicable data protection laws or any liability (whether criminal, in tort, equity, contract or otherwise) arising as a result of any breach by you of any terms of this Clause.

13. NON-SOLICITATION

- 13.1. During the term of this contract and the date of termination of your employment, however caused, you agree that you will not directly or indirectly approach, aid, solicit or induce any employee, director or officer of the Company to leave the Company.
- 13.2. You agree that you will not, on your own account or for any other person, firm, corporation or company, during the contract period after the date of termination of your employment, however caused, directly or indirectly solicit or attempt to solicit business from or engage in business with any individual, firm or company who, within the period of contract before the termination of your employment, had been a customer and/or business partner or any associated or subsidiary company of the Company with whom you were actively engaged or involved by virtue of your duties at any time within that period. Nor during this period will you interfere or attempt to interfere with the existing business or trade relations between any client, customer or supplier and the Company or any associated or subsidiary company.

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14. TERMINATION OF SERVICE

14.1. Your services with the Company shall be liable to be terminated without notice or payment in lieu of notice, if it is noticed that you have involved yourself in the following acts:

- a) Bringing outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service matters;
- b) Giving any statements in the print, electronic or social media, viz. Facebook, WhatsApp, Twitter etc. on any matter related to the company or on a matter which may result in tarnishing of the image of the Company;
- c) Becoming a member of any political party or becoming an office bearer of any union, association or group affiliated to a political party;
- d) persistent incompetence or inefficiency, habitual or gross negligence in the performance of your duties
- e) If you commit an act of misconduct or indiscipline or dishonesty or fraud;
- g) If you breach any of the terms of this contract or if your conduct or performance is found unsatisfactory by the management;
- h) If you are found guilty of moral turpitude or gross negligence or such similar activities which is detrimental to the pecuniary interest, business, reputation or goodwill of the Company;
- i) If you are convicted by a Court of competent jurisdiction of a criminal offence or indicated of any criminal offence, which in the reasonable opinion of the Company, will detrimentally affect the Company;
- j) If you have been found to be of unsound mind by a Court of competent jurisdiction and the finding is in force or you are liable to be dealt with in any way under the laws relating to mental health;
- k) If you have become an undischarged insolvent or have applied to be adjudicated as an insolvent and the application is pending;
- l) If you are absent for a period of 3 (three) days without prior approval of your superior in writing including overstay of leave;
- m) If you are found or complained of showing, talking or discussing any obscene, illegal or pornographic material, videos, pictures etc. to other employees of the Company;
- n) If any complaint has been filed against you for sexually harassing any female employee or doing any actions outraging the modesty of the female employees of the Company and if same is proven on enquiry by the internal complaint committee;
- o) Your continuation in the Company will be strictly subject to your medical fitness. During the period of contract, if you contract any contagious disease, the contract will come to an end automatically;

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p) In the event of your involvement in any kind of act which is detrimental to the interest of the Company or in the event of your arrest by the Police/ Customs / any other authority, for your involvement in any criminal offence.

14.2. On expiry or termination of the contract period, you will not claim any monetary benefits / compensation in any form from the Company, other than whatever is applicable and to be received by you as your full and final settlement from the Company.

14.3. During the probation period, your employment with the Company can be terminated without any cause at the sole discretion Company, by giving 7 (Seven) days' notice.

14.4. Further, post probation period, your employment can be terminated without any cause by the Company giving you 1 (one) months' notice in writing or gross emolument/compensation in lieu of notice period. Notice of termination shall be served in written form or on your official email id as well as your personal email id.

15. RESIGNATION

15.1. In case you wish to leave your fixed term contractual engagement with the Company at any time you shall be required to give one month's notice period in writing or one month's gross emolument/compensation in lieu of such notice period.

15.2. You agree and understand that you will be relieved only after physical presence (in person) at the office of the Company by providing complete handover of all the Confidential Information and any office equipment like laptop etc. at office of the Company.

15.3. Your resignation will only be acceptable to the Company subject to handover or return of all Confidential Information, intellectual data, passwords and all information which is in your possession whether it is in your computer / laptop / pen-drive or any other electronic device. Failure to return or handover, the Company shall have the right to take appropriate legal action against you before any court of law to recover all the Confidential Information, properties and all the intellectual data of the Company, which are in your possession. You agree and accept this condition with your will and consent without any pressure from the Company and all the terms and conditions of this contract are acceptable to you.

16. NOTICES

You shall keep the Company informed in writing of any change in your marital status and residential address. In the event of you do not inform the Company about the change in address, any communication sent to you at the address available with the Company, shall be deemed to have been served on you.

17. OTHER RULES AND REGULATIONS

17.1. You shall maintain proper dignity of your office and shall deal with all matters with sobriety.

17.2. You shall regularly mark your attendance in the register maintained by the Company and or as per Company procedure.

17.3. Any misrepresentation with regard to academic education, background, work experience, compensation data and / or any other details submitted during the job application, would be

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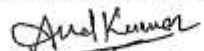
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material breach on your part thereby entitling the Company to terminate the Contract on immediate basis without any payment and initiate legal proceedings against such misrepresentation.

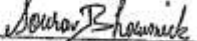
- 17.4. You shall route through the Company by obtaining a prior written permission/ non objection certificate in relation to any application for employment to any other Company under the government, public sector, semi-government or private company.
- 17.5. Your continuation in the Company will be strictly subject to your medical fitness. During the period of Contract, if you contract any contagious disease, the Contract will come to an end automatically.
- 17.6. Please note that your fixed term contract engagement will not be considered for claiming permanency, in case the Company decides to fill up permanent posts and the same will be filled up after following the due process as may be laid down in this respect.
- 17.7. This contract shall be governed in all respects by the laws of India. In case of any dispute arising out of your employment, courts of appropriate jurisdiction will have the sole and exclusive jurisdiction in the matter concerned.
- 17.8. Your appointment in our Company at all times is subject to the subsistence of our contractual arrangements with Air India Limited or with any other aviation company with whom we may in future, enter into a contract to carry out any work.
- 17.9. In the event our contract with Air India Limited (or any other Aviation Company) is terminated at any time, for any reason whatsoever, your employment comes to an end automatically and your services stand terminated without any compensation.
- 17.10. This Fixed Term Employment, if not terminated earlier, will automatically expire on 16-08-2023 OR on attaining the age of superannuation, i.e. 58 years, whichever is earlier, without Company having to do any other action in this respect or assigning any reason thereof.

You are hereby required to convey acceptance of the above terms and conditions of the service by signing the duplicate copy of this letter as a token of your acceptance.

Yours faithfully,
for AI AIRPORT SERVICES LTD.


Anil Kumar
Authorised Signatory

I have read and understood the aforesaid terms and conditions of appointment and the implications thereof and accept and abide by the same.

Signature: 
Name : SOURAV BHOWMICK
Contact No: 9474112946
E-mail ID: SOURAVBHOWMICK142@GMAIL.COM
Date: 17/08/2022



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