



## **AIRPORTS AUTHORITY OF INDIA DEPARTMENT OF OPERATIONS**

### **Expression of Interest (EOI) for Operations of Medical Inspection Room (MI Room) at Terminal Building T1, Biju Patnaik International Airport, Bhubaneswar**

#### **INTRODUCTION**

Airports Authority of India (AAI), a Mini Ratna PSU undertaking under Ministry of Civil Aviation, was formed by the merger of International Airports Authority of India (IAAI) & National Airports Authority of India (NAA) by an act of Parliament and came into existence on 01.4.1995 with a view to accelerate the integrated development, expansion & modernization of the operational, Terminal & cargo facilities at the airports in country conforming to international standard, controlling and managing 125 Airports in India.

#### **CORPORATE MISSION**

"To be the foundation of an enduring Indian Aviation network, providing high quality, safe, and customer-oriented airport and air navigation services, thereby acting as a catalyst for economic growth in the areas we serve."

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This Notice Inviting EOI Contains Pages serially numbered including of index & cover page = 17 pages.

**Sd/ -**  
**Airport Director**

## **AIRPORTS AUTHORITY OF INDIA**

### **NOTICE INVITING EXPRESSION OF INTEREST**

1. Airports Authority of India invites **Expression of Interest (EOI)** from reputed local leading **Health Service Providers** i.e. hospitals / nursing homes **for operating Medical Inspection Room (MI Room) at Terminal Building T1 ,Biju Patnaik International Airport Bhubaneswar** for **03 (three) years period**.
2. Detail document of EOI may be obtained from AAI Web site [www.aai.aero](http://www.aai.aero), or from HoD (OPS) Terminal T1, Airports Authority of India, BPI Airport, Bhubaneswar.
3. **The duly filled "SEALED EOI" completed in all respect should reach either by registered post or by person at the above address by 05.04.2022 upto 1500 Hrs.**
4. The documents required under eligibility criteria must be **SEALED in ENVELOPE 'I'** and offer against Minimum Reserve Revenue in the prescribed format as "**Annexure A**" in **ENVELOPE 'II'** and both the Envelopes I & II are to be SEALED in '**MASTER ENVELOPE**'. A master envelope containing both the Envelopes I & II duly sealed and **SUPER SCRIBING- "Expression of Interest (EOI) for Operations of Medical Inspection Room at Terminal Building T1, Biju Patnaik International Airport, Bhubaneswar**

**Envelope-I:** - (Technical Eligibility), which shall be opened first, shall contain duly signed / self attested copies of the basic documents required under eligibility conditions as specified in the EOI documents.

- i. Registration Certificate of the Hospital/Nursing Home with appropriate authority {Central Govt/ State Govt. / Regulatory Body / Municipal Corporation, etc}.
- ii. Details of facilities of Hospital / Nursing Home
- iii. Documents for having 50 beds capacity of Hospital / Nursing Home
- iv. The Unconditional Acceptance of AAI's EOI Conditions in support of their meeting criteria.

**Envelope II:** -

- i. The Envelope 'II' should contain only the financial offer by the participant in the approved form as per Annexure - A.
- ii. In case of any discrepancy between the amount offered in figures and words, the offer written in words shall only be considered.

5. The Envelope I & II shall be opened in the presence of the interested participants or their authorized representatives who wish to be present on the day of opening of EOI.

**CRITICAL DATES:-**

S. No	Activity	Date	Time in IST
1	Last date / Time for submission of EOI	05.04.2022	1500 hrs
2	Opening of envelope I, Technical Bid	05.04.2022	1530 Hrs
3	Opening of envelope II, Financial Bids	10.04.2022	1100 Hrs

6. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.

HoD (Ops)  
For Airport Director  
Airports Authority of India,  
BPI Airport, Bhubaneswar

AIRPORTS AUTHORITY OF INDIA  
BIJU PATANAIK INTERNATIONAL  
AIRPORT BHUBANESWAR  
EXPRESSION OF INTEREST

Airports Authority of India invites **Expression of Interest (EOI)** from reputed local leading **Health Service Providers** i.e. hospitals/ nursing homes **for operating Medical Inspection Room (MI Room) at Terminal Building TL, Biju Patnaik International Airport, Bhubaneswar, Odisha** for **03 (three) years period**. At present BPI Airport, Bhubaneswar handles around 35 scheduled flights and caters to average 8000 passengers per day. As Health Service Provider which may enhance your business opportunity that AAI allow the Hospital / Nursing Homes to advertise their services by displaying sign boards at strategic locations depicting "Free Medical Facility provided in association with Airport Authority of India".

The following shall be eligibility parameters for selection of health service provider:-

1. Local leading Health Service Providers i.e. Hospitals / Nursing homes who have facilities/ infrastructure for emergency services and who have minimum 50 (Fifty) beds capacity.
2. The hospital who quotes highest offer to be permitted to provide the facility at the airport.
3. The period of agreement with MI Room service provider shall be three (03) years.
4. The Health Service Provider shall setup facility at airport to provide minimum treatment for all types of medical emergencies like orthopedic, burns, heart related emergencies, trauma & routine emergencies etc.
5. All essential medicines & medicals equipment's like thermometer, BP meter, Stethoscope, Torch, Glucometer along with glucose strips for measuring blood glucose levels on the site, tourniquet, wheel chair, Stretcher, Oxygen gas cylinder, automated external defibrillator (AED - First Aid for person suffering sudden cardiac arrest), reclining bed, stools, furniture for doctor, curtain for partition or any other medical equipments deemed fit for trauma/medical emergencies etc. shall have to be necessarily provided by concerned hospital/ nursing home. Medications to be divided into 2 lists: List A: Injectable and List B: Oral Medications. Injectable to consist of Analgesics (Pain Killer), Anti-emetics, Anti-spasmodic, Broncho dilators, Anti-Hyperacidity. Oral Medications to comprise of Analgesics (Pain Killer), Anti-pyretic(for fever), Anti-spasmodic(for stomach ache etc), anti-emetics (for vomiting), anti-hypertensive, glucose powder, anti-platelets, eye ointment, eye drops, inhaler like asthalin, budicort.

6. The Health Service Provider shall stock medicines which could be issued to the patients to take care for at least one or two days.
7. The Health Service Provider shall provide/deploy medical team- MBBS Doctor and trained Para Medical Staff during the Airport operations / flight timings on round the clock basis. While medical practitioners are available at the airport and during their free timing, they could extend free consultancy to AAI as well as CISF staff.
8. AAI shall allow Hospital / Nursing Home to advertise their service by displaying 03 No. of Signboards / Display boards in addition to their one display at the location of M.I. Room of size not exceeding 2feet \* 4 feet depicting:  
"Free Medical Facility provided by-----  
**In association with Airports Authority of India**". Name/ Logo of the agency shall have equal prominence with regards to Name of the facility and Name of AAI. The goodwill accrued from this advertisement may help Hospital / Nursing Home to enhance their business in long run. The size and colour combination of sign board shall be approved by AAI.
9. The primary aim of Medical Inspection Room at Terminal Building of the Airport is to Provide free emergency "Medical Assistance" to passengers & visitors who may need First Aid. The concerned hospital shall NOT charge anything from passengers for any treatment except when the passenger goes to their chosen hospital for indoor treatment. Please note that Medical Inspection Room is to provide elementary medical facility to in-flight, transit or arriving passengers for minor ailments only. For emergency patients, duty doctors may advise / recommend the patient to avail the available medical facilities at their Hospital / Nursing Home or other Hospital / Nursing Home at city.
10. The hospital / nursing home shall provide free ambulance service as and when required and at the bare minimum time.
11. Referral Services:
  - (a) Agreement with nearby hospital for treating referred passengers.
  - (b) Availability of ambulance with basic life support services.
12. Airports Authority of India will provide a space of M I Room of 14.10 sq. mtrs {approx.) at Terminal Building T1 of **Biju Patnaik International Airport, Bhubaneswar** with free running water.

**If you are interested in this goodwill gesture and wish to boost the image of your hospital/nursing home, please submit your EOI on or before 1500 hrs of 05.04.2022**

HoD (Ops)

For Airport Director

Airports Authority of India,

**Biju Patnaik International Airport, Bhubaneswar**

**Annexure - A**

**FORM OF EXPRESSION OF INTEREST (EOI)**

**(Financial Offer)**

**{To be submitted in Letter Head}**

1	EOI {Name of Licence}	Medical Inspection Room at Terminal Building T1, Biju Patnaik International Airport, Bhubaneswar.
2	Period of Licence	Three (03) years
3	Minimum Reserved Licence Fee (MRLF)per month	Rs. 22191 /-
4	Name, Address and contact of the Hospital/Nursing Home (in block letters)	
5	Registration details of Hospital / Nursing Home	
6	Offer of the licence fee per month for the first year. (Beyond one year period of licence, the amount of quoted licence fee shall be Compounded by 10% every year.)	Rs. ( In figures)
		Rupees ( In words)

- NOTE:**
- (i) Utility Charges and Other Taxes as per actual.
  - (ii) The quoted license fee against MRLF shall be subject to annual compound escalation @10 %. Taxes will be applicable over and above license fee
  - (iii) Applicable Taxes/ Duties /Charges etc. Levied by central / State / Local Bodies from time to time are extra and same is to be paid to AAI, in addition to quoted licence fee.

**Annexure - B**

**SCHEDULE OF PREMISES**

**AT BIJU PATNAIK INTERNATIONAL AIRPORT, BHUBANESWAR**

<b>Sl. No.</b>	<b>DETAILS OF PREMISES</b>
01	Name of the Facility : Medical Service
02	Location :-Room No. 147 in Arriva I area, of Terminal (T1), B.P.I.Airport , Bhubaneswar
03	Purpose : Medical Service to Passenger s
04	Area: 14.10. sq m. (approx)



## UNCONDITIONAL ACCEPTANCE LETTER

{To be submitted on letter head}

To

Airport Director  
Airport Authority of  
IndiaBPI Airport  
Bhubaneswar

Sir,

### ACCEPTANCE OF AAI'S EOI CONDITIONS

1. The documents for the "**Expression of Interest (EOI) for operations of Medical Inspection Room (MI Room) at Terminal Building T1** , Biju Patnaik International Airport , Bhubaneswar Odisha.," have been provided by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the EOI documents made available to me/us in the office of Airport Director. Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the EOI conditions of AAI's EOI documents in its entirety for the above facility.
3. The contents of clauses of Notice Inviting EOI of the EOI documents have been noted wherein it is clarified that after unconditionally accepting the EOI conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the EOI Document and the same has been followed in the present case. In case, this provisions of the EOI if found violated after opening of EOI, I/We agree that the EOI shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the Security Deposit.
4. **'That, I/We declare that I/We have not paid and will 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, I will immediately report it to the Appropriate Authority in AAI'.**

Yours Faithfully

(Signature of the health service provider)

Date:

## **GENERAL TERMS AND CONDITIONS**

The Authority hereby covenants with the Licensee as follows:

1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said Airport ground subject to such Rules and Regulations as may be imposed by the lawful authorities of the Airport ground.
2. The Licensee paying the License fee/rent and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths, and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
3. Any notice required to be served on the Licensee under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered Post to the Authority who should invariably acknowledge the notice.
  - ▶ The period of Notice given under this Agreement will count from the date of receipt of notice by either side.
4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other Officer from the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
5.
  - a) The Licensee shall not, unless with the written consent of the Authority, create a sub contract of any description with regard to this License or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his License or any part thereof.
  - b) The Licensee shall use the premises only for the purpose indicated in this Agreement and no other purpose thereof whatsoever.
6. The Licensee, his agents and servants shall observe, perform and comply with all Rules and Regulations of the Shop and Establishment Act, Factories Act, Industrial Dispute Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including other Department of Government and or Local Body or Administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.

7. a) The Licensee shall indemnify the Authority from/ against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.
- b) The Authority shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.
8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the Rules & Regulations with the work of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, Airport director shall have powers to get the premises cleaned at the risks and cost of the Licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default up to 07 (seven) days and thereafter Rs. 1000/- per day and can take other actions including terminations of the License.
9. The Licensee shall comply with the requirement of all standard health clauses including those given below:
  - a) The Airport Health Officer/Medical Officer of AAI or persons authorized by them may without notice enter the premises any time and inspect the premises materials, instruments, implementations, etc. used by the Licensee.
  - b) All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any person authorized by him in the maintenance of public health of the Airport including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried by him and his agent and his servants.
  - c) The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
  - d) The Licensee, his agents and servants shall not without consent of the Airport Health Officer, interfere with, injure or destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under orders of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
  - e) The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the Airport area so as to create a nuisance of unsanitary situation prejudicial to public health.
  - f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the Licensee in complying in either of these conditions specified in the forgoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to terminate the Licensee forthwith and resume a possession of the

premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.<sup>11</sup>

10. The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence, and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of the Agreement before they are so employed and the authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority, before the employment.
11. a) The Licensee would be required to install adequate number (as may be decided by Fire Officer or any other Authorized Officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO<sub>2</sub> Fire extinguisher in the licensed premises at his cost before commencement of the business.  
b) No wooden partition/inflammable materials shall be permitted in the licensed premises. The material to be used for partition / fabrication of the shop/ office premises shall be as per specification to be approved by AAI in advance.  
c) The Licensee shall not use a naked light or cause or permit any such light used in the licensed premises.
12. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to replacement and call upon the licensee to reimburse cost thereof with the Licensee undertakes to pay forthwith on demand.
13. The licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.
14. a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for the preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.  
b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.  
c) The Licensee will, during the continuance of this license insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection

with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.

15. In case of such breach of the terms of this license as minor offences and complaints coming to it notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee up to the limit of the security deposit of the licensee. The decision of the Authority in this respect will be final and binding on the Licensee.
16. The licensee shall not hold or permit to be holding any public or private auction in the licensed premises.
17. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled prices in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods. The Authority can after giving reasonable opportunity to the Licensee to show cause itself, fix the price of any article or articles, if in its opinion, the prices charged are unreasonable or exorbitant and thereupon the Licensee shall sell only at the prices so fixed by the Authority and he/ she shall also be liable to refund to any customer any amount in excess paid by such customer for any articles in excess of the price so fixed.
18. It shall be obligatory for the licensee to keep in stock and in case they are intended for distribution, and distribute the same and display, literature produced and released by the publication division of Government of India and/ or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Airport is situated on such terms and conditions as may be fixed by the said publication division or said Tourist department.
19. The Licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the licensee shall immediately remove such book, journal or articles from premises, if, as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
20. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Airport director of



the Authority.

21. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event. However, rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
22. In the event of the Licensee being prohibited from selling one or more articles in the premises because of Government Laws/ Rules/ Regulation s/ Order s, the Authority shall not be liable for any loss suffered by the Licensee in such an event the Licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
23. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
24. The Authority do not recognize any Association of the Trader s and in case any negotiation / bargain necessary with regard to the clarification of the Terms and Condition s of the License or modification thereof such negotiation s should be sought by the Licensee alone and no collective representation/ bargaining will be entertained .
25. On expiry of the license period or on termination of the license by the Authority on account of any breach on the part of the Licensee, the licensee shall deliver in the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment , and installation s, if any, provided by the Authority. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which Authority reserve s it s rights to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within ten days, Authority shall be at liberty to dispose of the goods/ materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
26. The license herewith granted shall not be constructed in any way as giving or creating any other right or interest in the space/ building(s)/ land/ garden/ tank/ premises to or in favor of the Licensee but shall be constructed to be only as a li cense in terms and conditions herein contained.
27. The Authority, its servants and agents shall at all time have the absolute right of entry into the said premises.
28. The provision of the public premises (eviction of unauthorized occupants} Act, 1971 and the rules framed there under which are now in force or which may hereafter come

into force shall be applicable for all matters provided in the said act.

29. (a) Regarding appointment of Arbitrator to the effect that the case shall be referred to the Sole Arbitrator by the chairman/member of the authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

(b) That the Licensee undertakes to pay the full amount of license fee/dues regularly as per the award/agreement and perform all the covenants of the agreement if he/they/it have requested for appointment of Arbitrator and/or during the course of arbitral proceedings.

30.(a) Before making a reference to Dispute Resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall have to be obtained from the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

(b) During the Arbitral and Dispute Resolution Proceedings, the licensee(s) shall continue to pay the full amount of licence fee/dues regularly as per the award/agreement and perform all covenants of the agreements.

(c) All disputes and differences arising out or in any way touching or concerning this agreement (except those the decisions whereof is otherwise herein before expressly provided for or to which the public premises [Eviction of un-authorized occupancy] Act and the rules framed there under which are now in force or which may here after come in to force are applicable), shall, in the first instance, be referred to a **Dispute Resolution Committee {DRC}** set up at the Airport for which a written application should be obtained from the party and the parties clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred the sole arbitration of a person to be appointed by the Chairman/Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative. It will be no bar that the arbitrator appointed as aforesaid each or has been an employee of the Authority and the award of the Arbitrator will not be challenged or to be open to question in any court of law, on this account. The case shall be referred to the Sole Arbitrator by the chairman/Member of the Authority subject to the condition that the licensee shall have to deposit the disputed amount with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

31. As per BCAS AVSEC Circular no. 16/2009 dt. 19.11.2009, all agencies should obtain security clearance from BCAS for getting AEP. Otherwise if any delay in getting AEP Airports Authority of India is not responsible for that.

**How to Apply:**

The agencies with their Registration of firm/ company and Work Order's copy should apply to BCAS through Airport Director.

**32. EXIT CLAUSE:**

- a) **Normal Termination:** - The contract will deem to be terminated on the last date as given in the agreement provided by the extension or renewal is approved by the Competent Authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultravires even if after the contract is deemed to have terminated by operation of this clause.
- b) **Termination For Cause:** If the party or AAI has invoked the internal dispute resolution cause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need to be served by both party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.
- c) **Termination for Convenience:** - Either party, AAI on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice by AAI to be served only after obtaining the approval of the acceptance authority. Similarly, the notice given by the party shall be approved by the acceptance authority. However, the date on which notice was received at AAI will be the commencement of the notice period and the administration time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six months current license fee if the termination occurs before the 50% period of the original contract. The period of 6 months will be reduced to 4 months if the contract period served exceeds the 50% period but is less than 75%. If the period



served exceeds 75 % and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to 3 months license fee.

d) **Termination for Regulatory/Legislative or Supervisory requirement** : If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAI.

e) **Exponential Penalty**

Exponential Penalty on licensees @ double the license fee per month in the form of damage charges can be imposed on licensees unauthorized occupying the premises after expiry of contract period.

33. In case any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.

34. **Extension of License:-**The License may be extended by the Authority after taking approval from the Competent Authority for a maximum period of six months on same terms and conditions on a negotiated License fee not less than the one arrived at after 10% escalation to the last license fee paid.

35. **Rebate Clause:** No rebate on any ground is permissible in the license.

### **Special Terms & Conditions**

1. The Health Service should be available to the Passenger during the flight timing/round the clock basis.
2. Any renovation/ Modification work in the MI room to be carried out should be done after taking prior approval from AAI for plans / Layout / Colour scheme etc
3. The change of Location of the Room shall be at the discretion of AAI and it will be binding on the licensee
4. The licensee shall acquire necessary permit from the concerned authorities if any required for operating the license at their own cost.
5. Any dispute arising out of this contract the decision of the Airports Authority of India in the matter shall be final and binding
6. In the event of any default, failure negligence or breach in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and at liberty to determine the licence forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the licensee for due performance of the Agreement.
7. No rebate in licence fee shall be allowed to temporary closure of airport, reduction in the number of flight operations, strikes, lockout by any Airlines/agencies or any other reason etc.
8. The Successful bidder shall provide with declaration of details of contract with any AAI Airports
9. If any, previous/existing contracts with AAI Airports, NOC pertaining to No dues outstanding against any contract at any AAI Airport as on the date of publication of EOI needs to be submitted.