

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

हुबल्लि हवाई अड्डा
HUBBALLI AIRPORT



रुचि की अभिव्यक्ति
EXPRESSION OF INTEREST

हुबल्लि हवाई अड्डा पर चिकित्सा निरीक्षण कक्ष की सेवा
प्रदान करने हेतु लाइसेंस (03 वर्ष हेतु)

**LICENCE FOR PROVIDING MEDICAL INSPECTION ROOM
SERVICES AT HUBBALLI AIRPORT (For 03 years)**

किसे जारी किया / Issued to : M/s. _____

प्रपत्र / ई.ओ.आय जमा करने की अंतिम तिथि एवं
समय/Last Date & Time of submission of
Tender. : _____
26.05.2022 up to 15.00 Hrs.

Date and Time of Opening Envelope : 26.05.2022 at 15.30 Hrs

Contact Details : tmhbx@aai.aero
: 9567907505

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Issue to: _____

यह प्रमाणित किया जाता है कि इस निविदा प्रपत्र में कवर पेज एवं इंडेक्स पेज को छोड़कर कुल 32 पेज क्रमसः पेज 01 से 32 तक अंकीत है ।

This is to certify that this document contents 22 pages serially No. from page No. 01 to 22.

निविदा जारी करने वाले अधिकारी के हस्ताक्षर
Signature of Tender Issuing Officer

-sd-

विमानपत्तन निदेशक / Airport Director
हुबबल्लि हवाई अड्डा / Airport,
हुबबल्लि / Hubballi

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AIRPORTS AUTHORITY OF INDIA
हुबबल्लि हवाई अड्डा
HUBBALLI AIRPORT

रुचि की अभिव्यक्ति के लिए सूचना
NOTICE FOR EXPRESSION OF INTEREST

कार्य का नाम:- हुबबल्लि हवाई अड्डा पर चिकित्सा निरीक्षण कक्ष की सेवा प्रदान करने हेतु लाइसेंस (03 वर्ष हेतु)

Airports Authority of India invites Expression of Interest (EOI) from local leading health service providers i.e. hospitals/nursing homes for providing Medical Inspection Room services at Hubballi Airport, Karnataka.

Details/EOI document may be downloaded from AAI website www.aai.aero, or obtained from the O/o. Airport Director, Airports Authority of India, Hubballi Airport, Karnataka. 'Expression of Interest' may be submit by the Interested applicants/agencies/hospitals on or before **1500 Hrs of 26.05.2022** to the O/o Airport Director, AAI, Hubballi Airport

विमानपत्तन निदेशक
हुबबल्लि हवाई अड्डा

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AIRPORTS AUTHORITY OF INDIA
हुबबल्लि हवाई अड्डा
HUBBALLI AIRPORT

Ref. No. AAI/HBX/Terminal/EOI-MI ROOM/22-23

Date: 05.05.2022

To,

विषय:- हुबबल्लि हवाई अड्डा पर चिकित्सा निरीक्षण कक्ष की सेवा प्रदान करने हेतु लाइसेंस (03 वर्ष हेतु)

Subject:- Invitation for Expression of Interest for Operation of Medical Inspection Room at Hubballi Airport, Karnataka.

महोदय / मेडम,

The Upgraded Hubballi Airport has been Commissioned and operational w.e.f 12.12.2017.

Hubballi Airport, Karnataka handles 8 scheduled flights per day on an avg to various destinations like Bengaluru, Mumbai, Chennai, Hyderabad, Hindon, Mangalore and Mysore. Hubballi Airport caters to 20,000 passengers (approx.) per month. In the near future there will be increase in the flight movements / operations and subsequently there will be increase in the passenger's movements.

This office invites Expression of Interest from reputed hospitals/nursing homes for operating the Medical Inspection Room at this Airport as Health service provider which may enhance your Business opportunity and will show a new business model.

The salient features of the offer are as under:-

- 1) The Health Service Provider shall have more than 50 beds and handle all type of Aircraft/Airport emergencies.
- 2) The Health Service Provider shall depute one Doctor holding MBBS degree/trained Paramedics /Emergency Medical Technician (EMT)/ Personnel holding BSC (Nursing)/Diploma (Nursing)
- 3) The Health Service Provider shall provide medical officer (preferably) and para medical officer during the flight timings. While medical practitioners are available and during their free timings, they could extent free consultancy to AAI employees.
- 4) The Health Service Provider shall quote a financial offer/revenue to AAI for allotted space and facilitation for the provision of the sign board as per approval of AAI.
- 5) The hospital who quotes highest offer to be permitted to provide the facility at the airport.

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- 6) The Health Service Provider shall be permitted to operate Medical Inspection room for a period of three years from the date of commencement.
- 7) The Health Service Provider shall have the facility at the airport to provide minimum treatment for all types of medical emergencies like orthopedic, burns, heart related emergencies, trauma & routine emergencies etc.
- 8) The primary aim of Medical Inspection Room at the Airport is to provide free emergency "Medical Assistance" to passengers & visitors who may need the same. 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 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 or other hospital at city.
- 9) All essential medicines and medical equipment like the "Thermometer, BP Meter, stethoscope, Wheel chair Stretcher, reclining bed, Stools, Furniture for Doctor, curtains for partition etc. shall have to necessarily be provided by the hospital."
- 10) The Health Service Provider shall stock all essential medicines which could be issued to the patients to take care for at least one or two days
- 11) Medical inspection room should be manned completely throughout the year. Currently Hubballi airport operates in two shifts. The service shall be extended according to the operational hours of Hubballi airport in future.
- 12) The medical personnel deployed in the medical inspection room shall conduct Breath Analyzer examination of the personnel examination of the personnel engaged in Aircraft maintenance, Air traffic control services, Aerodrome operations, Ground handling services for detecting consumption of Alcohol as per instructions of Airport Director and as per the guidelines of DGCA free of cost however Breath Analyzer Equipment will be provided by AAI.
- 13) The Health Service Provider has to carry out Breath Analyzer (BA) Test for the officials working at Hubballi Airport on Random Basis as per the requirements stated by AAI Hubballi. The BA Machine, its accessories, SOP to conduct tests and associated documentation registers shall be prepared and provided by AAI Hubballi which shall be maintained regularly by the Health Service Provider.
- 14) The hospital/ Nursing home shall provide free ambulance service as when required and at bare minimum time. The space for parking the ambulance shall be provided by Airports Authority of India, Hubballi Airport.
- 15) AAI shall allow the Health Service Provider to advertise the service of hospital by displaying the signboard placed at the location of MI Room as per AAI specifications depicting "FREE MEDICAL FACILITY PROVIDED BY -----IN ASSOCIATION WITH AIRPORTS AUTHORITY OF INDIA". It may be noted that the goodwill accrued from the advertisement may also help to enhance the business of the hospital in the long run.
- 16) AAI shall allow the hospital/Nursing home to advertise their service by displaying 03 No of sign boards/Display boards in addition to their one display at the location of M.I room of size not exceeding 2 feet * 4 feet depicting "FREE MEDICAL FACILITY PROVIDED BY (Name /Logo of the agency) IN ASSOCIATION WITH AIRPORTS AUTHORITY OF INDIA ." Name /Logo of the agency shall have equal prominence with regards to the Name of the facility and Name of AAI". It may be noted that the

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goodwill accrued from the advertisement may also help to enhance the business of the hospital in the long run.

- 17) If you are interested in this goodwill gesture and wish to boost the image of your hospital/nursing home, please submit the following details in writing on or before **1500 hrs. of 26/05/2022 in a sealed envelop.**
- Willingness for deputing Doctor/trained Paramedics /Emergency Medical Technician (EMT)/Personnel holding BSC (Nursing)/Diploma (Nursing) at Hubballi Airport . **(In Letter Head).**
 - Details of super specialty disciplines & number of beds available in the hospital and Approximate distance from the Airport. **(In Letter Head).**
 - Registration details of Hospital /Nursing Home
 - Offer of the License fee per month as per Annex-A.
 - Agency has to submit complete EOI duly signed`

धन्यवाद ।

भवदीय,

विमानपत्तन निदेशक
हुबबल्लि हवाई अड्डा

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भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
हुबल्लि हवाई अड्डा
HUBBALLI AIRPORT

Annexure -A

रुचि की अभिव्यक्ति के लिए फॉर्म (ई.ओ.आय)
FORM OF EXPRESSION OF INTEREST (EOI)

- 1) EOI (Name of License) Medical Inspection Room in Arrival area at Hubballi Airport, Karnataka.
- 2) Period of License three (03) years.
- 3) Name & Address of the Hospital/ Nursing Home (in block letters)

- 4) Offer of the license fee per month for the first year. Beyond one year period of license, the amount of quoted license fee shall be compounded by 10% every year. `.
(In figures) _____ Rupees (In words) _____ plus service tax and other levies as applicable.
- 5) I/We have carefully read and understood the terms and conditions of the license as contained in EOI documents issued by the Airports Authority of India (AAI) including the following:
 - a. On account of non acceptance of award or on account of non-completion of conditions within the prescribed time, I/We shall be debarred by AAI for further participation in the EOI at its airports or at any other place under the control of AAI, for a period of 03 years.
 - b. In case the documents submitted by my/our firm along with EOI are found false/ incorrect, the offer of my/our firm will be liable to rejected by giving reasons. In addition, AAI reserves its right to debar my/our firm from participation in the further EOI of AAI.
- 6) AAI reserves itself the right to reject the conditional offer without assigning any reason thereto.
- 7) AAI does not bind itself to accept the highest or any EOI and reserves to itself the right of accepting the whole or any part of the EOI and the tenderer shall be bound to provide the service at the rate quoted.

Signature of the party/ participant : _____
Name with designation : _____
Status : _____
Address : _____
Tel. No.(O) _____ Fax No. _____ Email _____

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AIRPORTS AUTHORITY OF INDIA
हुबबल्लि हवाई अड्डा
HUBBALLI AIRPORT

लाइसेंस एग्रीमेंट
LICENCE AGREEMENT

विषय:- हुबबल्लि हवाई अड्डा पर चिकित्सा निरीक्षण कक्ष की सेवा प्रदान करने हेतु लाइसेंस (03 वर्ष हेतु)

THIS AGREEMENT made this _____ day of _____ of Two Thousand _____ Between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act. No. 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 03 and offices at all the Airports in India represented by Airport Director, Hubballi Airport, Hubballi (Karnataka) hereinafter called the 'Authority' (which terms shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and _____ represented by _____ of the other part, hereinafter called the 'Health Service provider' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Licensee).

WHEREAS the Authority is entitled in 'Law' to grant license at its Hubballi Airport, Hubballi for the purpose of _____ so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Health Service provider is desirous to render the services to the Authority on the terms & conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license.

Now, THEREFORE, this indenture witnesseth:

- 1) That the license for the said facility shall be valid for the period of 03 (three) years from _____ to _____, unless terminated earlier on account of following:
 - a. By giving 60 days notice in writing from either side without assigning any reason.
 - b. Terminated by AAI on a short notice on account of unsatisfactory performance.
 - c. Termination on expiry of the specified time period allotted for unresolved internal dispute Resolution.
- 2) That in consideration, Health Service provider shall pay the authority every month in advance by way of license fee on or before 10th day of English Calendar month as under.

Years Amount of monthly License Fee :-

1st year \ _____
2nd year \ _____
3rd year \ _____

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- 3) Airports Authority of India will provide a room of 8 Sqm (approx.) FREE OF COST at Terminal Building of Hubballi Airport, Hubballi with free Electricity for the exclusive use of MI room .
- 4) That the Health Service provider shall pay all rates, assessments, out goings and other taxes including Service Tax as leviable on the Licensee in 'Laws'.
- 5) That the Health Service provider shall make payment of license fee etc. by cheque/Demand drafts drawn on local Bank. No outstation cheque shall be accepted in payment of license fee etc.
- 6) That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 12% per annum be payable, as per AAI credit policy, on all delayed payments without prejudice to the Authority's other rights and remedies.
- 7) That the Health Service provider shall deposit a sum of ` _____ (Rupees _____) equal to last four (04) month license fee as Security Deposit in the form of Demand Draft/Pay order/ Bank Guarantee from a Nationalized/ Scheduled Banks in favour of Airports Authority of India payable at Hubballi. In the event of the Health Service provider committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies are entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
- 8) That the Health Service provider shall deposit in Demand Draft /pay order for ` _____ (Rupees _____ only) as security deposit towards Electricity charges.
- 9) That the Health Service provider shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
- 10) That the Health Service provider shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the licensee in the said premises and said accounts/documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The Health Service provider shall provide to the Authority, if so required by the authority, Statements of audited accounts in such manner and within such period as the Authority may prescribe. Licensee shall be liable to share invoicing details live with AAI.

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- 11) That the Health Service provider shall have no right to object as and when the authority decides to grant additional license for similar facility at the airport premises where the Licensee is rendering such services.
- 12) That Authority shall provide bare space for the subject and other expenses of any kind for establishment and rendering of the services shall be incurred by the Health Service provider. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
- 13) All the times during the currency of the license agreement, it shall be the responsibility of the Health Service provider to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
- 14) That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Health Service provider to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
- 18) The medical personnel deployed in the medical inspection room shall conduct Breath Analyzer examination of the personnel examination of the personnel engaged in Aircraft maintenance, Air traffic control services, Aerodrome operations, Ground handling services for detecting consumption of Alcohol as per instructions of Airport Director and as per the guidelines of DGCA free of cost however Breath Analyzer Equipment will be provided by AAI.
- 15) Medical Inspection room should be manned completely throughout the year and BA test should be carried out every day compulsorily without fail.
- 16) The Health Service provider shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all staff, passengers and bonafide visitors to the Airport and Officers of them Authority and the staff of various organizations using the Airport and for no other purpose.
- 17) The Health Service provider shall not erect, or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
- 18) The Health Service provider shall not terminate the license before the expiry of the period of the license except by giving 60 days notice in writing, otherwise the licensee shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the licensee. The

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license can be terminated by the Authority by giving 60 days notice in writing without assigning any reason thereto.

19) In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Health Service provider in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to determine the license 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 Agreement.

20) The Authority and the Health Service provider further agree that they are bound by the General Terms & Conditions found in Annexure (I) annexed hereto.

21) The award letter No _____ dated _____ shall also form a part of the license agreement.

SIGNED BY _____ AIRPORT DIRECTOR, HUBBALLI
AIRPORT, HUBBALLI (KARNATAKA) FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF
INDIA IN THE PRESENCE OF:

WITNESS:

1. _____

2. _____

SIGNED BY _____ (LICENSEE) FOR AND ON BEHALF
OF _____ IN THE PRESENCE OF:

WITNESS:

1. _____

2. _____

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भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
हुबबल्लि हवाई अड्डा
HUBBALLI AIRPORT

परिसर की सूचि
SCHEDULE OF PREMISES

विषय:- हुबबल्लि हवाई अड्डा पर चिकित्सा निरीक्षण कक्ष की सेवा प्रदान करने हेतु लाइसेंस (02 वर्ष हेतु)

- | | |
|--------------------------|---|
| 1) Space measuring | : 8 sq. mtr (Approx) or as decided by AAI |
| 2) Location at | : Arrival area at Hubballi Airport, Hubballi. |
| 3) Purpose | : Establishing Medical Inspection Room. |
| 4) Minimum Reserve Price | : Rs.1.00 Per Month |

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AIRPORTS AUTHORITY OF INDIA
हुबबल्लि हवाई अड्डा
HUBBALLI AIRPORT

Annexure -I

लाइसेंस की सामान्य शर्तें

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 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.
 - b. 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 for the time being authorized by or entrusted with the functions, duties and powers of the said Airport In charge, 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 licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence or any part thereof.
 - (b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose 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 Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any 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.

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- 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 the 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 and regulations with the works of inspections and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, Airport In Charge shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs.500/-per day for each default upto 7 days and thereafter ` 1000/- per day and can take other actions including termination of the licence.
- 9) The Licensee shall comply with the requirements of all standard health clauses including those given below:-
- 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, instruments and implements etc. used by the Licensee.
 - All the instructions given by the Airport Health Officer/medical Officer of AAI or any persons authorized by them 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 out by them and his agent and servants.
 - The Licensee shall notify to the Airport Health Officer whenever any person working under him is 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.
 - The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - 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 or in sanitary situation prejudicial to public health.
 - 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 either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the Licensee forthwith and resume 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.

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- 10) a) 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 this 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 confirm 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.
- b) The licensee shall comply with Bureau of Civil Aviation Scurrility (BCAS) rules and regulations. They also submit quality control programme, security programme and obtain security clearance from BCAS as applicable.
- 11) (a) The Licensee would be required to install adequate number (as may be decided by Fire Officer/any authorized officer of AAI depending upon the area of the premise) of 2.5 kg. CO2 fire extinguisher in the licensed premises at his cost before commencement of 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 the specification given by AAI and to be got approved by AAI in advance.
- (c) License shall not use a naked light or cause or permit any such light to be 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 which 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 preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.
- (b) The Licensee agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises. The Licensee will, during the continuance of this licence 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 the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Authority this

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Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee upto 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 held 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 tags attached thereto and it shall not be in excess of the retails prices/fair prices fixed by the manufacturers or Government or any other local authority whichever is lower or controlled price in 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 there upon the Licensee shall sell only at the price 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 nay 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, 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 & conditions as may be fixed by the said Publications 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 fortnightly by the Airport In Charge 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 airline operation/total airport operation shall be granted as 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/Regulations/Orders, 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.

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- 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 traders and in case negotiation/ bargain necessary with regard to the clarification of the terms & Conditions of the Licence or modification thereof such negotiations 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 licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any provided by the Authority. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off 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) he Licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ Building (s)/ land/garden/tank/premises to or in favor of the licensee but shall be construed to be only as licence in terms & Conditions herein contained.
- 27) The Authority, its servants and agents shall at all times 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) All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public premises (Eviction of Unauthorized Occupants) act and the rules framed there under which are now enforce or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to 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 is or has been an employee of the Authority and the Appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
- 30) In case of 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.

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