

AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF OPERATIONS

**Expression of Interest (EOI) for Operations of
Medical Inspection Room at Terminal
Building, Dibrugarh Airport, Dibrugarh.**

I N D E X

Expression of Interest (EOI) for Operations of Medical Inspection Room at Terminal Building, Dibrugarh Airport, Dibrugarh, Assam.

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This Notice Inviting EOI Contains Pages serially numbered including of index & cover page=18 pages.

Airport Director
Airports Authority of India,
Dibrugarh Airport

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, Dibrugarh Airport, Dibrugarh, Assam** for 03 (three) years period.
2. Detail document of EOI may be obtained from AAI Web site www.airportsindia.org.in or www.aai.aero, or from **O/o Airport Director, Airports Authority of India, Dibrugarh airport, Dibrugarh-786012.**
3. **The duly filled “SEALED EOI” completed in all respect should reach either by registered post or by person at the above address by 06/06/2022 upto 1700 Hrs.**
4. The documents required under eligibility criteria must be **SEALED in ENVELOPE ‘I’** and quoted price against offer 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, Dibrugarh Airport, Dibrugarh, Assam**
5. Hospital which quotes highest offer/price will be permitted to provide the **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 10 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.

6. 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	06.06.2022	1700 hrs
2	Opening of envelope I, Technical Bid	07.06.2022	1130 hrs
3	Opening of envelope II, Financial Bids	08.06.2022	1130 hrs

7. 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.

Airport Director
Airports Authority of India,
Dibrugarh Airport,
Dibrugarh.

AIRPORTS AUTHORITY OF INDIA
DIBRUGARH AIRPORT,
DIBRUGARH
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 MI (Medical Inspection) Room at Terminal Building, Dibrugarh Airport, Dibrugarh, Assam** for **03 (three) years period**. At present Dibrugarh Airport handles, around 10 scheduled flights and caters to average 2000 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 Airports 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 10(Ten) 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 like thermometer, BP meter, Stethoscope, wheel chair, Stretcher, Oxygen gas cylinder, reclining bed, stools, furniture for doctor, curtain for partition or any other medical equipment deem fit for trauma/medical emergencies etc. shall have to be necessarily provided by concerned hospital/ nursing home.
6. The Health Service Provider shall stock medicines, which can be issued to the patients to take care for at least one or two days.
7. The Service provider shall make appropriate arrangements i.e. well-equipped Ambulance for expeditious referral of the serious case to nearby hospitals.
8. The Health Service Provider shall provide/deploy doctor/doctors and para medical staff during the flight timings. 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.
9. AAI shall allow Hospital / Nursing Home to advertise their service by displaying sign boards at strategic locations depicting “Free Medical Facility provided by -----in association with Airport Authority of India”. 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.

10. 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.
11. Airports Authority of India, Dibrugarh Airport will provide a space of MI Room of 14.75 sq. mtrs (approx.) or as decided by AAI FREE OF COST at Terminal Building of Dibrugarh Airport, Dibrugarh. The charges towards electricity/utility bill shall be borne by the service provider as per actual.

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 1700 hrs of 06.06.2022

Airport Director
Airports Authority of India,
Dibrugarh.

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, Dibrugarh Airport, Dibrugarh, Assam”
2	Period of Licence	Three (03) years
3	Minimum Reserved licence fee per month	NIL
4	Name, Address and contact of the Hospital /Nursing Home (in block letters)	
5	Registration details of Hospital / Nursing Home	
6	Quoted price per month for a period of three years.	Rs. (In figures)
		Rupees (In words)

NOTE:- The hospital who quotes highest offer to be permitted to provide the facility at the airport.

Annexure - B

SCHEDULE OF PREMISES

- | | | | |
|----|-------------|---|--|
| 1. | SPACE | : | 14.75 sqm. (approx.) or as decided by AAI. |
| | MEASURING | | |
| 2. | LOCATION AT | : | Inside of Terminal Building, Dibrugarh Airport,
Dibrugarh or at the discretion AAI. |
| 3. | PURPOSE | : | Establishing of Medical Inspection Room at
Dibrugarh Airport, Dibrugarh. |

UNCONDITIONAL ACCEPTANCE LETTER
{To be submit on letter head}

To

Airport Director
Airports Authority of India
Dibrugarh Airport,
Dibrugarh

Sir,

ACCEPTANCE OF AAI'S EOI CONDITIONS

1. The documents for the **“Expression of Interest (EOI) for operations of Medical Inspection Room at Terminal Building, Dibrugarh Airport, Dibrugarh, Assam”** 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

Date:

(Signature of the health service provider)

GENERAL TERMS AND CONDITIONS.

The Authority hereby covenants with the health service provider as follows:

1. The Health service provider, his servants and agents shall be entitled to use all ways, paths and passages as may from times 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 Health service provider paying the licence fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with the 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 health service provider 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.

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 Director, in respect of the Airport under his charge.
5. (a) The Health service provider shall not, unless with the written consent of the Authority, create a subcontract 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 Health service provider shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
6. The Health service provider 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 health service provider 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 health service provider is allowed to carry on under this agreement and to the area in which the said premises are located.
7. (a) The Health service provider 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 health service provider 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 health service provider's stock or property.
8. i) The Health service provider 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 inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the health service provider, Airport Director shall have powers to get the premises cleaned at the risk & cost of the health service provider and recover liquidated damages at the rate of **Rs. 500/-** per day for each default upto **7 days** & thereafter **Rs. 1,000/-** per day and can take other actions including termination of the licence.

ii) The Health Service Provider shall deploy adequate manpower and equipment for carrying out the Health Services. Otherwise penalty will be imposed as deem fit decided by the Competent Authority .

9. The health service provider shall comply with the requirements of all standard health clauses including those given below :

(i) 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 and implements etc. used by the health service provider.

(ii) All 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.

(iii) The health service provider 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.

(iv) The health service provider 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 orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

(v) The health service provider, 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.

(vi) 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 either of these conditions specified in the foregoing sub-clause (i) to (v), the Authority will be entitled and be at liberty to determine the health service provider 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 health service provider for due performance of the agreement.

10. The health service provider 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 point 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 health service provider would be required to install adequate number (as may be determined by Fire Officer or any other officer of AAI depending upon the area of the licensed premises) of minimum a 2.5 kg CO2 fire extinguisher in the licensed premises at his cost before commencement of business.
- (b)** No wooden partition / inflammable material 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)** Health service provider shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- 12.** The health service provider 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 health service provider, 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 health service provider to replacement and call upon the health service provider to reimburse cost thereof which the health service provider undertakes to pay forthwith on demand.
- 13.** The health service provider 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 licence.
- 14. (a)** The health service provider 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 health service provider hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.
- The health service provider 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 licence as minor offences and complaints coming to its 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 health service provider up to the limit of the Security deposit of the health service provider. The decision of the Authority in this respect will be final and binding on the health service provider.
- 16.** The health service provider shall not hold or permit to be held any public or private auction in the licensed premises.
- 17.** It shall be obligatory for the health service provider to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Publications 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 Publications Divisions or said Tourist Department.

18. The health service provider 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 health service provider and shall not be subject to any dispute or review. Apart from any other legal / disciplinary action, the health service provider 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.
19. The health service provider 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 Director of the Authority or his authorized representative.
20. If because of any strike or lock-out in the Airport or in any airline, the health service provider is unable to function or his business is affected, the Authority shall not be liable for any loss which the health service provider may suffer in such an event. However, rebate in the licence fee due to ban on visitor 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.
21. The Health service provider 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 health service provider shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the MI Room.
22. The Authority do not recognize any Association of the Traders and in case any negotiation / bargain necessary with regard to the clarification of the terms and conditions of the licence or modification thereof such negotiations should be sought by the health service provider alone and no collective representation / bargaining will be entertained.
23. On expiry of the licence period or on termination of the licence by the Airport Authority on account of any breach on the part of the health service provider, the health service provider shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the Authority. Further, health service provider 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 Health service provider 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 Health service provider by public auction to recover the cost. The health service provider shall not be entitled to raise any objection in such an eventuality.
24. The Permission 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 favour of the health service provider but shall be construed to be only as a licence in terms and conditions herein contained.
25. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

26. 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 here after come into force shall be applicable for all matters provided in the said Act.
27. 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 here-after 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 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 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.

Before making a reference to Dispute resolution Committee, the licensee will have to first deposit the disputed amount with AAI and the consent shall be given by the licensee for acceptance of the recommendations of the Dispute Resolution Committee.

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.

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.

28. 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.
29. Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency. The health service provider has to make arrangements for police verification and security clearance for his agency and staffs as per the prevailing rules in force havetobepaid.

(SIGNATURE OF HEALTH SERVICE PROVIDER)

LICENCE AGREEMENT

Subject : Licence for establishing Medical Inspection Room at Terminal Building of Dibrugarh Airport, Dibrugarh.

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 of India Act (Act 55 of 1994) and having its corporate office at **R.G.**

Bhawan, Safderjung Airport, New Delhi and office at Dibrugarh Airport, Dibrugarh represented by Airport Director herein after called the ‘**Authority**’ (Which term 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 health service provider).

WHEAREAS the **Authority** is entitled in “Law” to grant licence for the purpose of **establishing Medical Inspection Room at Dibrugarh Airport, Dibrugarh,** 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 and conditions mentioned hereunder:

AND WHERE AS the Authority is agreeable to grant the licence.

NOW, THEREFORE, this indenture witnessed :

1. (i) That the licence for the said facility shall be valid for a period **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 un-satisfactory 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 licence fee on or before **10th day** of English calendar month as under :

Years	Amount of Monthly License Fee in Rs.
For a period of 03 years	

3. That the Health service provider shall pay all rates, assessments, out goings and other taxes as leviable on the health service provider in ‘Laws’.
4. That the Health service provider shall make payment of licence fee etc. by cheque

/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of licence fee etc.

5. That in the event of failure to pay the licence fee and other charges by due dates, simple interest @12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
6. That the Health service provider shall deposit a sum of Rs i.e. **equal to four (4) months of licence fee as Security Deposit in the form of Demand Draft / Pay order / RTGS from a Nationalized / Scheduled Bank in favour of Airports Authority of India, Dibrugarh.**
In the event of the Health service provider committing any breach of the terms & conditions of the licence agreement, the Authority may without prejudice to other rights and remedies be 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 licence the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
7. The Health service provider shall equip himself with all necessary permits, licences and such other permissions as may be required under the law in force at any time with regard to the operation of the subject licence.
8. That the Health service provider shall maintain such regular and proper account books along with supporting documents regarding sales effected by the Health service provider 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. Health service provider shall be liable to share invoicing details live with AAI.
9. That the Health service provider shall have no right to object as and when the Authority decides to grant additional licence for similar Facility at the airport premises where the Health service provider is rendering such services.
10. That Authority shall provide bare space for the subject services 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.
11. All the times during the currency of the licence 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 health service provider on any accounts whatsoever.
12. 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 licence. In such a case, the Health service provider 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 health service provider shall not be entitled to claim any compensation or revision in the licence fee on that score.

13. 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 passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
14. The Health service provider shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
15. The Health service provider shall not terminate the licence before the expiry of the period of the licence except by giving **60 days** notice in writing, otherwise the Health service provider shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Health service provider. The licence can be terminated by the Authority by giving **60 days** notice in writing without assigning any reason thereto.

Exit Clause in this contract shall be as follows:-

- a) **Normal termination:-** The contract will deem to be terminated on the last date as given in the agreement provided 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 ultra vires 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 clause (as per which the dispute referred to the DRC is to be completed within a period of **45** days) and the 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 be served by either 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 (**6**) 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 given by the party should 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 administrative 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 (6)** months current licence fee if the termination occurs before the **50%** period of the original contract. The period of **six (6)** months will be reduced to **four (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 **three (3)** months licence fee.

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 deemed to be closed from the date of such enactment. No compensation is payable by AAI.

Exponential penalty on health service providers @ double the licence fee per month in the form of damage charge can be imposed on health service providers unauthorized occupying the premises after expiry of contract period.

- 16.** 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 licence agreement, the Authority will be entitled and be 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 Health service provider for due performance of Agreement.
- 17.** The Authority and the Health service provider further agree that they are bound by the General Terms & conditions of the EOI..
- 18.** Compliance of prevailing Security norms etc. from time to time shall be ensured by the party / licensee.
- 19.** The award letter no..... dated..... shall also form a part of the licence agreement.

For Airport Director
Airports Authority of India,
Dibrugarh Airport, Dibrugarh.

Witnesses

- 1.**
- 2.**

On Behalf of Hospital /Nursing Home

Witnesses

- 1.**
- 2.**