



## **General & Special Terms and Conditions** **for Medical Facility/Service at Bengaluru International Airport**

Ref: Section III, Clause 1.4.2 (b), Page 12, of the RFP for Operation and Management of the Medical Facility at Bengaluru International Airport published on this website

### **1. GRANT**

In consideration of the covenants hereinafter reserved and contained and agreed by the Company/Hospital, under the agreement (the ‘**Agreement**’) BIAL hereby agrees to make available the space (‘**Facility**’ and more fully described and detailed in Schedule A hereto), and right to provide/operate Service/Facility by the Company/Hospital at Bengaluru International Airport at Devanahalli, Bangalore (hereinafter referred to as the “**Airport**”) for the sole purpose as set out in this Agreement.

### **2. NO PROPERTY RIGHTS**

- 2.1 No tenancy, sub tenancy, lease or sublease, any other protected right, title, easement or interest whatsoever permitting the Company /Hospital in the Facility is or shall be deemed to have been created or sought to be created by or under the grant of permissive right or otherwise (whether by the permissive right or by any amendment in law), and the Company/Hospital shall not plead any oral variation to the provisions hereof.
- 2.2 Notwithstanding anything contained herein, the Company/Hospital acknowledges that it has not been granted possession to the Facility and BIAL continues to retain exclusive possession and control of the Facility.

### **3. APPLICATION FOR SANCTION; COMMENCEMENT OF INTERIORS**

- 3.1 Prior to submitting the final plans for the Facility to any relevant authority for sanction (to the extent applicable), or before commencing of any work, Company/Hospital shall submit the final plans, which shall be in conformity with BIAL’s overall design, including artist’s impression for the Facility at the Airport to

BIAL for its approval in writing. BIAL hereby agrees that in the general course, it shall approve or reject such final plans within ten (10) working days of submission to BIAL. Only in the event BIAL requires technical clarifications from Company/ Hospital, it shall approve or reject such final plans within twenty (20) working days of submission to BIAL, or such further period as the Parties mutually agreed upon in writing. Only upon such approval by BIAL, shall Company/Hospital submit such plans to the relevant authority for sanction (to the extent applicable).

- 3.2 In relation to the design of the Facility, Company/Hospital expressly confirms the understanding that the Facility is intended to be designed in a manner consonant and harmonious with the design of the Airport. In this regard, Company/ Hospital expressly agree that it will adhere to all reasonable requirements of BIAL as regards the aesthetics and design of the Facility.
- 3.3 Company/Hospital expressly covenants and warrants that any such construction/installation/modification shall be carried out in strict compliance with all laws, brought into force and effect by any applicable authority, including rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any Court of record (collectively, “Applicable Law”).
- 3.4 Company / Hospital expressly covenants and warrants that it shall not without the previous consent in writing of BIAL, construct, alter, cut, maim or injure any of the flooring, walls, partitions and ceilings of the Premises, nor make any alterations or additions to the Premises without the prior written consent of BIAL.

#### 4. SCOPE

The Company/Hospital immediately shall start managing and operating the single bedded Medical Facility at the existing Passenger Terminal Building (PTB), Pharmacy located at PTB, for providing the Services (as hereinafter defined). “Services” means and includes providing and maintaining regular supply of medicines for the medical inspection room located at Aircraft Rescue and Fire Fighting premises, providing professionally qualified paramedic for the operation of ambulances owned by BIAL and also provide minimum one (01) number of dedicated and fully equipped cardiac ambulance(s) in the Airport, providing disaster management services and attending all medical emergencies at the Airport with complete medical requirements as per the guidelines of International Civil Aviation Organisation & Directorate General of Civil Aviation. Services also includes the provision of medical services to the Airport users, in the Facility and the Company/Hospital shall also depute required numbers of qualified medical practitioners, support staff at the Airport. The Company/Hospital shall act as single point of contact for all medical requirements and casualty / triage



management during disaster response at the airport as stated in the Aerodrome Emergency Plan.

## 5. DURATION

The grant of right shall commence on April 2<sup>nd</sup>, 2012 (“**Commencement Date**”). This right shall be in force for a period of three years (03) from the Commencement Date, unless the period is determined earlier, pursuant to any of the provisions of the Agreement (the ‘**Term**’). Upon expiry of the said period, the permissive right may be extended with the sole discretion of BIAL.

## 6. LICENSE FEE

The Company /Hospital agrees to pay to BIAL, WITHOUT DEMAND during the Term (as herein after appearing) of the License Fee, (the ‘**Fee**’) as set out in the **Schedule B**, together with applicable tax, on monthly basis, in advance on or before the first day of every calendar month, during the Term by way of a demand draft or banker’s cheque issued in favour of “Bangalore International Airport Limited” and payable at Bangalore. Further, the Fee mentioned in Schedule B will be escalated on 01<sup>st</sup> June, of every year at the rate of Five (5) percentage and the same shall be paid by the Company/Hospital.

## 7. SECURITY DEPOSIT

7.1 The Company/Hospital, on award of contract, shall deposit with BIAL, an interest free refundable security deposit (the “**Security Deposit**”) by way of a demand draft or banker’s cheque or bank guarantee issued in favour of “Bangalore International Airport Limited” and payable at Bangalore. The Security Deposit shall be an amount equal to the Fee for ten (10) months payable by the Company/Hospital to BIAL.

7.2 BIAL shall be entitled at any time to utilize and make deductions from the Security Deposit for making good any damage caused or permitted to be caused to the Facility by the Company /Hospital or any loss resulting from a breach by the Company /Hospital of any of the terms and conditions herein. In the event of such deduction, notwithstanding any disputes, the Company/Hospital shall be obliged, without any protest or demur, to make up the differential within seven (7) days of notice of such deduction.

7.3 The Security Deposit, less such deductions as may be made there from by BIAL shall be refunded by BIAL within three (3) month after the Company/Hospital vacates the Facility on the expiry or earlier termination hereof, provided always that in the



opinion of BIAL there are no outstanding breaches by the Company/Hospital including any amounts that may be outstanding.

- 7.4 BIAL shall at its own discretion, reserve the right at any time during the Term to increase the amount of Security Deposit and the Company/Hospital shall, within seven (7) days from the date of intimation by BIAL, deposit such additional Security Deposit with BIAL.

## 8. PAYMENT OF TAXES

The Fee is exclusive of all taxes. The Company/Hospital shall pay all rates, assessments, outgoings and other taxes whatsoever, applicable from time to time, in respect of the said Facility. Any income tax that may become applicable to either Party shall be the sole responsibility of that Party.

## 9. UTILITIES, SUPPLEMENTARY COSTS AND SERVICE CHARGES

- 9.1 In addition to the Fee as provided in Clause 6, the Company/Hospital shall be required to pay Utility Charges for utilities such as telephone and internet charges, housekeeping charges, water and electricity consumed in the Facility (“**Utility Charges**”) and in the common area as well as maintenance and cleaning of common areas (“**Common Areas**” means, portions of the building excluding the Facility but including the corridors, stairways, and all other parts of the Airport used in common with other users of the Airport; columns, gardens, beams, support or outer walls, lobbies, corridors, stairways, fire escapes, entrances, exits, roofs, roads, driveways, footpaths, drains, culverts within and around the Airport; central and appurtenant installations for services such as power, light, water, communications, fire alarm and fire fighting system, public address and sound systems and air-conditioning provided by BIAL or any other authority designated by BIAL and escalators, lifts, toilets, tanks, pumps, motors, fans, compressors, fixed improvements, installations to be provided or subsequently provided by BIAL or any other authority designated by BIAL during the Term).
- 9.2 The Company/ Hospital shall pay the proportionate Utility Charges consumed on pro-rata area occupied basis from time to time or on the actual consumption as per the actual reading of the meter, if provided by BIAL and based on the rates notified by BIAL from time to time. The payment of Utility Charges shall be made by the Company/Hospital within fifteen (15) days from the receipt of the invoice from BIAL. The nonpayment of such Utility Charges may attract stoppage / discontinuation of Utility Services (as hereinafter defined) by BIAL.

- 9.3 The Company/ Hospital may be provided such utilities in the Facility, as may be considered appropriate by BIAL. The Company/Hospital may utilize the Local Area Networking (LAN) infrastructure, provided by BIAL. No new networking hardware is / are permitted to be connected on BIAL provided LAN and BIAL has the right to disconnect the same and deactivate the ports for breach.
- 9.4 The Company/ Hospital is not permitted to obtain any Utility Services from another provider, unless otherwise agreed by BIAL in writing. “Utility Services” as used hereinabove means, without limitation, including any wireless or other communication system, electric power cable, telephone cable or other cable or apparatus used in any communications, security, lighting, traffic control, traffic aid or other similar system, any pipe, ducts used in or for the supply of water, HVAC, gas, storm water drainage or sewerage together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and whether provided by BIAL or otherwise.
- 9.5 It is hereby agreed that, BIAL shall be entitled to incorporate its “Supplementary Costs” in the Utility Charges. The Supplementary Costs comprise Shared Costs, Maintenance Costs and Administration Costs.
- 9.6 For avoidance of doubt, “**Shared Costs**” are expenses that may be classified as supplementary costs arising from the consumption of utilities for Common Areas. These Shared Costs shall be charged in proportion to the floor space permitted to be used by various parties;
- “**Maintenance Costs**” are expenses associated with the use of any services within the Airport. These include expenses for operation of the systems, servicing and maintenance of these systems, equipment, normal maintenance and inspection tasks, and minor repairs;
- “**Administration Costs**” covers the expenses for administering the maintenance and provision of utilities and is calculated as a surcharge, on the actual cost of utilities and Maintenance Costs; and
- Other Supplementary Costs include costs of communication systems like radio and television, transport facilities like elevator and escalator facilities and any other cost associated with the use of a contractual services, etc.
- 9.7 The Company/ Hospital shall make arrangements within the Facility to obtain power, water supply and/or any other utility related services from the tapping points provided



by BIAL. Any deposits or connection charges required to be paid shall be to the account of the Company/Hospital.

Any taxes including but not limited to the service tax, cess or charges as notified by the relevant authorities shall be paid by the Company/Hospital over and above any Utility Charges and shall be paid by the Company/Hospital as and when due. Any income tax that may become applicable to either Party shall be the sole responsibility of that Party.

- 9.8 The cleaning and maintenance of entrances, passages and all areas within the Facility shall be the sole responsibility of the Company /Hospital which shall be subject to BIAL pre-approved Company/Hospitals.
- 9.9 Except for the ambulance of the Company/Hospital, BIAL will charge, as per the applicable parking charges from time to time, for parking of vehicles of the Company /Hospital and its agents or representatives at the Airport.
- 9.10 In the event of any disruption in power supply, BIAL shall provide sufficient back-up power by way of diesel generator sets for emergency lighting within the Facility. BIAL shall levy consumption charges for such backup power at rates as may be notified to the Company/Hospital from time to time. It is further agreed between the parties that, BIAL will not charging point for charging the ambulance and such power charges will be borne by BIAL.
- 9.11 Any additional backup power required by the Company/Hospital for the Facility shall be the responsibility of the Company/Hospital. The Company/Hospital agrees that such additional power backup will be arranged by way of battery-powered Uninterrupted Power Supply (“UPS”) systems to be located within the Facility.
- 9.12 BIAL will provide Trunk Mobile Radio System (TMRS) equipment to the Company/Hospital for the communication purposes and the same shall be returned to BIAL in case of expiry or early termination of this Agreement. It is further agreed that BIAL will look after the day to day maintenance of the equipment and if the equipment is damaged due to negligence of the Company/Hospital, BIAL will get the equipment repaired and the actual amount spent by BIAL shall be paid by the Company/Hospital to BIAL without any demur or protest.
- 9.13 It is agreed and acknowledged by the Company /Hospital that BIAL is a facilitator in the provision of Utility Services and cannot be held liable and/or responsible for any delay or disruption in the provision of the Utility Services.



- 9.14 BIAL shall arrange for collection of waste (except bio medical waste) from designated “**Waste Disposal Points**” within the Airport, where sufficient infrastructure shall be provided for the collection of waste materials and cost for such collection of waste shall be paid by the Company/Hospital at actual. All waste materials generated out of the Facility shall be disposed of by the Company/Hospital at these Waste Disposal Points, after segregation into bio-degradable and non-bio-degradable waste. The Company/ Hospital undertakes that no waste that is generated out of the Facility shall be disposed of in any manner other than through the Waste Disposal Points and as set out hereinabove. It is further agreed that all the bio medical wastage generated from the Facility shall be treated / disposed, on regular basis, as per the applicable law from time to time by the Company/Hospital at its own cost and expenses.
- 9.15 The Company/ Hospital shall pay the Utility Charges and Supplementary Costs and any other dues of BIAL every month by way of a demand draft or banker’s cheque drawn in favor of “Bangalore International Airport Limited” or any other name as specified by BIAL, payable at Bangalore. The payment shall be made by the Company/Hospital within Fifteen (15) days from the receipt of the invoice from BIAL. The nonpayment of such Utility Charges may attract stoppage / discontinuation of Utility Services by BIAL.
- 9.16 It is further agreed between the parties that, if required by BIAL, the Company/Hospital shall enter into separate agreement with BIAL, with respect to the above mentioned utility services.

## 10. DELAY INTEREST

The Company/ Hospital shall pay the Fee, Utility Charges and Supplementary Costs and all charges payable under the Agreement at all times in the manner and within the time period prescribed in this Agreement. If the Company / Hospital fails to make any payment to BIAL, when due, the Company/Hospital shall, in addition to the unpaid amounts, be liable to pay interest on the unpaid amounts due at the rate of Five percent (5%) per annum and such interest shall accrue from day to day from the date such sums become due up to the date of payment. The rate of interest on delayed payments shall be reviewed by BIAL from time to time and the Company/Hospital agrees to pay the revised interest as fixed by BIAL.

## 11. DISASTER MANAGEMENT SERVICES; MEDICAL SERVICES

Company / Hospital shall provide the disaster management services more fully set out at **Schedule C & D** hereto.



## 12. CONFIDENTIALITY

- 12.1 The Parties agree to use each other's Information only in performance of this Agreement. The Parties each agree: (a) not to make copies of the other Party's Information or any part thereof without the written permission of the other Party; (b) to limit dissemination of the other Party's Information to its personnel, consultants and subcontractors on a 'need-to-know' basis and ensure that any such personnel, consultants and subcontractors are subject to confidentiality obligations of at least as protective a standard as under this Agreement; (c) to treat the other Party's Information as strictly confidential and as trade secret information; (d) to disclose the other Party's Information to third parties only with the prior written consent of the other Party and only after such third parties have agreed in writing to be bound by the confidentiality and use restrictions of this Agreement; and (e) to return all of the other Party's Information and any copies thereof to the applicable Party, or destroy such Information and all copies thereof if so directed by the applicable Party in writing, at the expiry of the Term or at such earlier date as the applicable Party may denote in writing. "Information" as used hereinabove means and includes information, manuals, data, drawings, books, records, photographs and documents, whether in hard copy or electronic form.
- 12.2 Nothing herein shall apply to any Information in the event: (a) it was already in the public domain at the time of communication; (b) it enters into the public domain through no fault of the receiving Party subsequent to the communication; (c) it was already in the receiving Party's possession free of any obligation of confidentiality at the time of disclosure; provided, however, that such prior possession is documented in writing; (d) it is developed by the receiving Party independently of and without reference to any of the disclosing Party's Information or other information that the disclosing Party has disclosed in confidence to any third party; (e) it is rightfully obtained by the receiving Party from a third party without being subject to obligations of confidentiality; or (f) it is identified by the disclosing Party in writing as no longer confidential or proprietary.
- 12.3 All Parties to this Agreement acknowledge that the other Parties' Information under this Agreement constitutes unique, valuable and special trade secret and business information of the applicable Party, and that disclosure thereof may cause irreparable injury to such Party. Accordingly, the Parties acknowledge and agree that the remedy at law for any breach or threatened breach of the covenants contained in this Agreement may be inadequate, and in recognition, agree that the applicable Party shall, in addition, be entitled to equitable relief, including injunctions.
- 12.4 Neither Party shall make any public announcement or disclosure in respect of the



subject matter of this Agreement or any of the transactions contemplated herein without the prior written approval of the other Party (save as may be required by law or any regulatory authority or by mutual agreement in which event the scope of the announcement will be limited to the matters required or agreed to be disclosed and the Parties will consult on the terms and timing of such announcement).

- 12.5 The obligations under this **Clause 12** shall survive the expiry or earlier termination of this Agreement.

### **13. COMPANY'S/HOSPITAL'S COVENANTS**

The Company/Hospital hereby agrees and covenants with BIAL as follows:

#### **13.1 Covenants as to Operation of Business**

The Company/Hospital shall use the Facility for the sole purpose as defined in this Agreement.

- 13.1.1 The Company/Hospital shall ensure that the Facility is designed, managed and operated to international standards in line with the image of the Airport as envisaged by BIAL and in compliance with any instructions and/or guidelines issued by BIAL in this regard. The Company/Hospital, at its own cost, before commencement of the activities and while effecting any refurbishments and or renovations effected from time to time to the Facility, shall submit a plan and obtain prior written consent from BIAL. It is agreed further that while carrying out installations of fixtures and fittings into the Facility and carrying out renovation or refurbishment thereon, the Company/Hospital shall ensure compliance relating to National Building Code of India (as revised from time to time), fire safety and all other applicable permits, sanctions and approvals as may be necessary for carrying out the above said activities.
- 13.1.2 The Company/Hospital shall not let/sublet the Facility to its partners, subsidiaries, group companies.
- 13.1.3 The Company/Hospital shall seek prior written approval from BIAL for any promotional campaign launched at the Facility, related to its own business and for all temporary or additional furnishings, fittings, counters or publicity materials to be used for such promotion; The Company/Hospital shall apply for, pay for and comply with the conditions of any term or



permits, necessary for the display of the Company/Hospital's signboards and all other permits or approvals for or in respect of the Company/Hospital's operation at the Facility as may be required by BIAL and under the applicable laws. The Company/Hospital shall use the Facility only for the purpose as set out herein and shall not use for any other activities, without the prior written approval of BIAL;

- 13.1.4 The Company/Hospital shall take up and maintain suitable and adequate policies of insurance to take care of any accident or other incidents of whatsoever nature that may happen in the course of the occupation of the Facility and to produce to BIAL at any time on demand, such policies of insurance and the receipts for the latest premium paid. The Company/Hospital shall ensure that no third party or any other liability falls on BIAL due to any such accident or other incident and shall indemnify and shall keep indemnified BIAL, its officers, employees, agents, directors and shareholders for any such liability; The Company/Hospital shall maintain the Facility at all times in good repair and in safe condition; and
- 13.1.5 The Company/Hospital shall keep the Company/Hospital's nameplate within the Facility within the size specifications as stipulated by BIAL from time to time and in accordance with applicable laws, regulations in force, with prior written consent of BIAL.

## **13.2 Covenants as to Maintenance, Repair and Cleanliness**

- 13.2.1 At all times during the Term, at the Company/Hospital's expense to keep the Facility and Company/Hospital's fixtures, furniture, carpets, partitions, signboards and all additions thereto, clean and in good condition and to do all repairs and work necessary to maintain them in such repair and condition and to maintain a high standard of cleanliness acceptable to BIAL.
- 13.2.2 To ensure that the surrounding area is kept free of any litter originating from the Company/Hospital's business and to comply with BIAL's direction to take other appropriate measures to improve the situation in the event that the state of cleanliness in the surrounding area is deemed unsatisfactory by BIAL.
- 13.2.3 BIAL or any of its authorized representatives, upon reasonable notice to the Company/Hospital, shall have the right to enter, at all times, upon the Facility or any other part thereof for the purpose of viewing the state of repair and condition of the Facility or for doing such works as may be

required and to give or leave on the Facility notice in writing to the Company/Hospital of all defects and wants of repair then and there found, which the Company/Hospital shall be liable to make good under the covenants hereinbefore contained and in the event the Company/Hospital does not proceed diligently within one (1) week of any such notice to repair and make good all defects and wants of repair therein mentioned, then BIAL or its agents shall execute such repairs and the Company/Hospital shall pay on demand all costs and expenses incurred for so doing, including an administrative charge of thirty percent (30%) of the total sum payable. The Company/Hospital acknowledges the absolute right of BIAL to enter the Facility at all times.

- 13.2.4 To seek the prior written approval of BIAL for all mechanical and electrical works to be carried out in the Facility.
- 13.2.5 To seek the prior written approval of BIAL for availing any catering service in the Facility / portion of Facility located in passenger terminal building.

### **13.3 Covenants as to Prohibitions**

- 13.3.1 Not to do or permit or suffer to be done on the Facility anything, which may be or become a nuisance, annoyance, inconvenience or disturbance to BIAL or to any of BIAL's Company/Hospital s or occupiers of any adjoining or neighboring premises, or visitors to the Airport;
- 13.3.2 Not to leave any waste materials or other refuse in or near the Facility. The waste materials or other refuse shall be removed with extreme care immediately to the Waste Disposal Points and not to any other places within the Airport;
- 13.3.3 Not to assign, let/sublet or grant any lease/sublease in respect of the Facility or any part thereof nor part with or share the occupation of the Facility or any part thereof without the prior written approval of BIAL;
- 13.3.4 Not to make any alterations or additions to the Facility or any part thereof, without the prior written consent of BIAL. For avoidance of doubt, any alteration or addition shall include, without limitation, cutting or maiming any portion of the Facility including the floorings, electrical installations, wiring, cabling, mechanical installations, walls, partitions and ceilings of the Facility;



- 13.3.5 Not to store at any time explosives, petroleum, spirit or other highly inflammable substance and noxious or objectionable smokes, fumes, gases, in the Facility without the prior written consent of BIAL and except in accordance with the applicable laws. It is further agreed that the Company/Hospital shall provide list of drugs, which are inflammable in nature, on monthly basis, and BIAL will not unreasonably withhold such approval to the Company/Hospital for storing the same in the designated place in the Facility. Further, the Company/Hospital shall store such inflammable drugs as per the applicable law from time to time and any violation will be treated as breach of this Agreement; and
- 13.3.6 The Company/Hospital hereby covenants to be treated as a trespasser and/or illegal operation in case of utilizing the Facility beyond the term or in case of utilization of the Facility in contravention of the rules and policies herein.

#### **13.4 Covenants as to Indemnity**

The Company/Hospital hereby covenants to indemnify and hold harmless BIAL, its employees, servants and agents from and against all actions, claims, demands, losses, damages, costs and expenses for which BIAL shall or may be or become liable in respect of and to the extent that they arise from:

- 13.4.1 The Company/Hospital committing any breach or contravention of the applicable laws;
- 13.4.2 any act of commission or omission, or default on the part of the Company/Hospital and/or its employees/personnel;
- 13.4.3 the negligent use, misuse, waste or abuse by the Company/Hospital or any employee, servant, agent, Company/Hospital invitee or any other person claiming through or under the Company/Hospital of any Utility Services and facilities and appurtenances of the Facility or the Airport;
- 13.4.4 loss, damage, injury or death from any cause whatsoever to property or person caused or contributed to by the use of the Facility by the Company/Hospital or occasioned or contributed to by any act, omission, negligence, breach or default of the Company/Hospital or any employee, servant, agent, Company/Hospital invitee or any other person claiming through or under the Company/Hospital;



- 13.4.5 loss, damage, injury or death from any cause whatsoever to property or person caused or contributed to by damage or destruction of the Facility by natural disasters;
- 13.4.6 loss, damage, injury or death of any person or any loss, damage or injury to property due to any accident or other incident;
- 13.4.7 The Company/Hospital also agrees to indemnify and hold harmless BIAL from time to time and at all times hereafter, from and against, all notices, claims, demands, action, suits or proceedings given, made or initiated against BIAL on account of Company/Hospital, as also against all costs, charges and expenses suffered or incurred by BIAL on account of the aforesaid; and
- 13.4.8 The Company/Hospital shall at all times indemnify and keep BIAL indemnified against all expenses/file, cost etc., incurred by BIAL, including but not limited to Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 etc., or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works,. whether in the employment of the Company/Hospital or not, save and except where such accident or injury has resulted from any act of BIAL, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Company/Hospital be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Company/Hospital shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

### **13.5 Company/Hospital's covenants as to Insurance**

#### **13.5.1 Third Party Insurance**

To effect and maintain throughout the Term, such insurance, with a reputed insurer, against any damage, death, loss or injury which may occur to any property (including that of BIAL) or to any person (including any employee of BIAL) as a result of the execution of any works and in the use or occupancy of the Facility.



#### 13.5.2 Accident or Injury to Workmen

The Company/Hospital hereby covenants to take out forthwith at its own expense and as a condition precedent to the commencement of any work under this Agreement, a policy or policies of insurance with an reputed insurance Company, insuring the Company/Hospital against all liabilities arising out of any claim or claims by any and every workman employed in the performance of terms and conditions this Agreement, for payment of compensation under or by virtue of the Workmen's Compensation Act, or any other law amending or replacing such Act and for all costs and expenses incidental and consequential thereto.

#### 13.5.3 Fire and Special Perils

The Company/Hospital hereby covenants to take out forthwith at its own expense and as a condition precedent to the commencement of any work / operation under this Agreement, a policy or policies of insurance with a reputed insurance Company/Hospital, against the costs, consequences and damages on account of fire and any natural calamities.

#### 13.5.4 Theft or Burglary

The Company/Hospital hereby covenants to take out forthwith at its own expense, a policy or policies of insurance with an insurance Company, against the costs, consequences and damages on account of any theft or burglary at the Facility.

#### 13.5.5 Proof of Insurance

The Company/Hospital hereby covenants to produce copies of all insurance policies pertaining to the Facility, whenever required by BIAL, the policy or policies of insurance and the receipts for payment of the current premiums with regard to the insurance referred to in this Clause 13.5.

### 13.6 Covenants as to Fire Safety Regulations and Requirements

The Company/Hospital shall provide and install firefighting equipment/ extinguishers and appliances in the Facility, if not provided by BIAL and shall maintain the same continuously in a fit and proper condition. BIAL shall be entitled to direct and specify the number, quality and specifications of the said firefighting equipment and



appliances. The Company/Hospital shall ensure that all employees, whether regular or on contract basis, of the Company/Hospital shall undergo the firefighting training arranged and organized by BIAL from time to time.

### **13.7 Covenants as to maintenance and operation**

- 13.7.1 The Company /hospital shall appoint and deploy minimum one professionally qualified doctor/physician, one each pharmacist and nurse, appropriate number of Support Staff etc. during the Term. The Company/ Hospital shall ensure that the minimum required staff shall be present, all the time at the Airport, for providing Services.
- 13.7.2 It is further agreed by the Company/Hospital that, in case of any air crash or any medical emergencies the Company/Hospital shall make available additional number of professionally qualified medical staff in addition to the above and shall also provide required number of psychologist psychiatrist and trauma counselors etc., and BIAL will settle such cost and expenses incurred by the Company/Hospital, upon furnishing the valid invoices.
- 13.7.3 The Company/ Hospital shall provide and deploy and operate minimum of one fully equipped cardiac ambulance at the Airport and ensure that ambulance shall be kept in the designated place in the land side of the Airport for meeting any emergency.
- 13.7.4 Documents such as Medical Emergency protocol, standard operating procedures, checklist, triage management procedures etc., and various monthly/quarterly reports as required by the Ministry of Civil Aviation or any other relevant authority and in line with the prevailing Aerodrome Emergency Plan. Such documents required to be approved by BIAL and soft and hard copies shall be made available to BIAL from time to time
- 13.7.5 Appoint and roster three (03) professionally qualified paramedic (emergency medical technician), at the cost of Company/Hospital, for round the clock operation of three (03) ambulances owned by BIAL and they shall undergo all the mandatory in-house training conducted by ARFF on behalf of BIA from time to time, which includes ambulance drill, rescue drills, triage set up and monthly hot fire drill
- 13.7.6 The Company/ Hospital shall ensure that, all the time, the required medicine shall be kept in the pharmacy.



- 13.7.7 The Company/Hospital shall procure, install and maintain all the required machinery, equipment ('Consumables') and medicine for the operation of Service/Facility at the Airport. The details of required personnel and Consumables are detailed out in **Schedule E**

### **13.8 Compliance requirements of the Company/Hospital**

- 13.8.1 The Company/Hospital shall always comply with the applicable laws relating to aviation: the Company/Hospital shall, at all times, be in compliance with the relevant and applicable laws concerning the safety and security of the airport as stipulated from time to time by the relevant government authority, agency or by BIAL;
- 13.8.2 Compliance with the applicable laws relating to labour legislations: The Company/Hospital and/or its agents and employees shall observe, perform and comply with all rules and regulations of applicable labour legislations and the provisions of any statutory law applicable from time to time, including any rules and regulations made by any other government departments and / or local or municipal body or administration in force from time to time and to the Services provided by the Company/Hospital under this Agreement;
- 13.8.3 The Company/Hospital shall maintain all statutory log books required under each labour enactments including but not limited to muster rolls, attendance register etc., and shall provide the same to the authorised representative or to the auditors appointed by BIAL for verification;
- 13.8.4 The Company/Hospital shall have the PF, ESIC and other applicable registrations under various labour legislations from time to time and shall furnish proof for the same to BIAL and the Company/Hospital shall make statutory payment such as PF, ESIC, monthly salary and overtime payment to its employees (if applicable) and shall submit proof to BIAL on monthly basis; and
- 13.8.5 The obligations of compliance required under Labour Laws applicable to the Company/Hospital in connection with this Agreement, shall survive after expiry or pre termination of this Agreement.



### 13.9 Maintenance of records and verification

13.9.1 Subject to compliance with all the Applicable Laws, Company/Hospital shall keep full records in respect of the operation, Facility /Services and management of its activity or business, and shall make them available for inspection, upon receipt of reasonable notice and during normal business hours to the Government of India, the Government of Karnataka or any other governmental or regulatory authorities or agencies for the purpose of verification. Further, even after termination, the Company/Hospital shall maintain and keep all necessary records pertaining to the Agreement for period of one (01) year and upon prior written request by BIAL, the same shall be made available to BIAL or any governmental agency.

13.9.2 At any time during normal office hours, the Company/Hospital shall promptly give BIAL and its authorized agents, including any of BIAL's Auditors, full and free access to the originals of and/or as requested, copies of all such Information as BIAL may reasonably require, enabling or assisting BIAL to:

- a) verify or enforce compliance by the Company/Hospital with its obligations under this Agreement; and
- b) comply with its obligations under applicable laws.

13.9.3 Throughout the Term of this Agreement, Company/Hospital 's performance shall be monitored by BIAL on quarterly basis or on any other periodicity as BIAL may deem fit and proper, based on such minimum service levels, or such other service levels / criteria as may be determined by BIAL from time to time. Company/Hospital may be given reasonable time to implement and attain such service levels / criteria through its performance, however, grant of such reasonable time by BIAL shall, under no circumstance, be construed to be a waiver or relaxation of Company/Hospital obligation to perform and attain such revised service levels / criteria;

### 13.10 General Covenants

13.10.1 The Company/Hospital hereby covenants at all times to observe and conform with all such rules, regulations and directions as may be prescribed by BIAL from time to time for the management and administration of the Airport or by any applicable law or relevant authority and at all times to ensure that all employees of the Company/Hospital and other persons



authorized by the Company/Hospital use the Facility and observe and comply with all such applicable laws. BIAL reserve the right to stop any and all services to Facility for non-compliance / breach of this Clause, apart from right to terminate the entire agreement;

- 13.10.2 To exhibit on the Facility any posters, signs, placards or publicity materials and to distribute any brochures, leaflets, pamphlets and the like as BIAL may require;
- 13.10.3 If BIAL requires to restore the Facility or such portion of the Facility to its original state and condition and/or to remove such additions, fittings and fixtures, as BIAL shall specify in writing, repair any damage to the Facility arising from such removal to the satisfaction of BIAL, make all necessary submissions and obtain the approvals from the relevant authorities for such removal and repair (hereinafter referred to as the “Works”) and yield up the Facility to BIAL upon the expiry or sooner determination of Term hereby created, provided always that if the Company/Hospital shall fail to carry out the Works or any part thereof as aforesaid, BIAL may carry out the same and recover from the Company/Hospital the costs of the Works including an administrative charge which shall be thirty percent (30%) of the total cost of the Works and a sum equivalent to the Fee, Utility Charges, Airport Service Charge and other amounts, which BIAL would have been entitled to receive from the Company/Hospital, if the Facility had continued to be allowed to the Company/Hospital during the period of restoration at the same rate hitherto payable by the Company/Hospital;
- 13.10.4 In the event of an emergency or security screening of the Airport, to keep open and make available the Facility for such security checks or inspection and to station a representative at the Facility until the security check or inspection is over; and
- 13.10.5 To alter or restrict access to any entrances or openings of the Facility which BIAL deems necessary for security reasons.

### 13.11 Liquidated Damages

Without prejudice to the other rights available to BIAL hereunder, if the Company/Hospital fails to comply with its obligations under this Agreement, the Company/Hospital shall pay Liquidated Damages equivalent to one day’s Fee as set out in this Agreement, for every day or part of a day during which such non-compliance



subsists and such liquidated damages, as mentioned above, shall be paid by Company/Hospital to BIAL.

The Parties recognize the expense and inconvenience likely to be incurred from, any need to prove the loss and damage that will be suffered by BIAL in the event of a failure by the Company/Hospital to comply with its obligations under this Agreement. The Parties acknowledge that the Liquidated Damages is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by BIAL in the event of any such failure on the part of the Company/Hospital. If the payment of Liquidated Damages is unenforceable by BIAL for any reason, the Company/Hospital shall be liable to pay BIAL's actual losses and costs caused or to the extent contributed to by the failure to comply with its obligations under this Agreement for which the Company/Hospital is responsible.

#### **13.12 Company/Hospital's Privilege**

Subject to Clause 14.1 hereto, upon the Company/Hospital paying the Fee, Utility Charges and Supplementary Costs and other charges and observing and performing its covenants and obligations under this Agreement, the Company/Hospital shall have the privilege to use the Facility for setting-up and operating the Facility during the Term.

#### **14. BIAL'S COVENANTS**

BIAL hereby agrees and covenants with the Company/Hospital as follows:

##### **14.1 Access:**

BIAL may, at any time, in good faith in the interests of the Airport as a whole, or as may be directed by the Government of India and/or the Government of Karnataka, vary any means of access to or egress from the Premises. Any such variation shall be carried out with prior information to Company/Hospital and BIAL shall not be held liable to compensate Company/Hospital in any manner whatsoever.

#### **15. TERMINATION**

##### **TERMINATION CONSEQUENT TO COMPANY'S/HOSPITAL'S DEFAULT**

##### **15.1 Company's/Hospital's Default Events:**

BIAL may terminate this Agreement in any of the following circumstances if:



- 15.1.1 The Company/Hospital repeatedly refuses to provide or fails to provide the Service in the Airport;
- 15.1.2 The Company/Hospital repeatedly delays in making payments to BIAL on the relevant due dates;
- 15.1.3 The Company/Hospital is in material breach of any of the terms and conditions of this Agreement or / and fails to strictly comply with the Applicable Law;
- 15.1.4 If any material representation or warranty given by the Operator under this Agreement is incorrect;
- 15.1.5 If the Company/Hospital breaches or / and fails to comply with the security measures and guidelines prescribed by the Relevant Authorities or / and BIAL from time to time;
- 15.1.6 The Company/Hospital fails to maintain the Facility in a clean and hygienic manner or provides;
- 15.1.7 The Company/Hospital fails to depute qualified and required staff, employees for operating and managing the Facility or for providing the ambulance facility;
- 15.1.8 The Company/Hospital is repeatedly unable to provide and maintain the required Minimum Quality Standards; or
- 15.1.9 An order is made or resolution is passed for the liquidation, bankruptcy or dissolution of the Company/Hospital, which is not, if capable of being so, discharged or, as the case may be, revoked within sixty (60) days thereafter.

## 15.2 Notice

BIAL shall not enforce its rights to terminate this Agreement in the circumstances described in Clause 15 unless and until:

- 15.2.1 BIAL serves on the Company/Hospital a written notice of seven (07) days specifying the breach complained of and requiring the Company/Hospital to remedy it (if capable of remedy); and
- 15.2.2 The Company/Hospital fails to remedy the breach (if capable of remedy) within seven (07) days after notice from BIAL so to do.



The requirement of providing a notice under this Clause shall be limited to such circumstances, which are capable of being remedied. If there is a breach which, in the opinion of BIAL, is not capable of being remedied, BIAL shall not be required to comply with this Clause, and shall have the right to terminate this Agreement forthwith.

15.2.3 Notwithstanding anything contained in this Agreement, BAL reserves the right to terminate this Agreement at will, for its convenience, without assigning any reason by issuing thirty (30) days' notice to the Company/Hospital.

## **16. TERMINATION CONSEQUENT TO BIAL'S DEFAULT**

### **16.1 Right to Terminate**

If there is a material breach by BIAL of any of the terms and conditions of this Agreement, the Company/Hospital may terminate this Agreement.

### **16.2 Notice**

The Company/Hospital shall not enforce its right to terminate this Agreement under Clause 16.1 unless and until:

16.2.1 the Company/Hospital serves on BIAL a written notice of ninety (90) days specifying the breach complained of and requiring BIAL to remedy it (if capable of remedy); and

16.2.2 BIAL fails to remedy the breach (if capable of remedy) within sixty (60) days after notice from the Company/Hospital so to do (or, where that is not possible, to commence to remedy the same within such period and thereafter to proceed diligently and in good faith to complete such remedy).

## **17. REPRESENTATIONS & WARRANTIES**

The Company/Hospital represents and warrants to BIAL that as of the date of execution of this Agreement:

17.1 has the requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out the Services and also has trained and experienced persons having requisite



skills, knowledge, experience, and expertise to perform the functions in terms of this Agreement and the Company/Hospital has agreed to perform the Services;

- 17.2 has the power and authority and has taken all actions necessary to validly execute and deliver this Agreement;
- 17.3 obligations under this Agreement will be legally valid and binding and enforceable against it;
- 17.4 is subject to the laws of India;
- 17.5 execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate performance required under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of Applicable Law;
- 17.6 has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Law which may result in any material adverse effect on its ability to perform its obligations under this Agreement;
- 17.7 has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- 17.8 are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;
- 17.9 sums, in cash or kind, have been paid to, or accepted by, any person or will be paid to, or accepted by, any person or on its behalf by way of fees, commission or otherwise to induce BIAL to enter into this Agreement;
- 17.10 is able to pay its debts as they fall due or otherwise is solvent as per applicable law, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed over the whole or any part of its assets or rights, it has not committed any act of bankruptcy or



insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under the laws of India or any other applicable jurisdiction;

- 17.11 the Company/Hospital is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to the Company/Hospital; and
- 17.12 all taxes due and payable by the Company/Hospital have been paid, and all tax returns and reports required to be filed by the Company/Hospital have been timely and correctly filed. There are no claims now pending or matters under dispute with any taxing authority in respect of any tax of the Company/Hospital.

## **18. DISPUTE RESOLUTION:**

- 18.1 The Parties shall attempt to amicably resolve any dispute between Company/ Hospital and BIAL arising out of this Agreement and the obligations hereunder (a “Dispute”). Any Party may give written notice of a Dispute to the other Parties within seven (7) days of the occurrence of the event which gives rise to such dispute or such event coming to the notice of the applicable Party.
- 18.2 Company /Hospital and BIAL shall each nominate one (1) person to attempt amicable settlement of the Dispute within ten (10) days of receipt of notice under this clause and such attempt shall commence immediately thereafter.
- 18.3 If any Dispute arising hereunder is not amicably settled within thirty (30) days of commencement of attempts to settle the same (or any extended time at the option of the parties), the Dispute shall be referred to arbitration and the parties agree that the same shall be referred to a Sole Arbitrator, who shall be chosen by BIAL amongst the three (3) Arbitrators nominated by BIAL. The parties agree that the arbitration proceedings will be conducted at Bangalore and shall be governed by the provisions of [Indian] Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 18.4 Miscellaneous
  - a) Each Party shall pay the expenses of the arbitration and the eventual liability for the costs in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.



- b) During the pendency of any Dispute, Company/Hospital shall, at the option of BIAL, continue to provide the Service in accordance with this Agreement regardless of the nature of any Dispute, unless this Agreement has expired or has determined as per the terms agreed in this Agreement

#### 18.5 Decision / Award

Any decision or award of an arbitral tribunal appointed pursuant to this Clause shall be final and binding upon the Parties. The Parties agree that any arbitration award made may be enforced by the Parties against assets of commensurate value of the relevant Party, wherever those assets are located or may be found, and judgment upon any arbitration award (wherever necessary) may be entered by any Court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

- 18.6 This Agreement shall be governed by the laws of the Republic of India. The Courts of Bangalore shall have exclusive jurisdiction over any dispute arising hereunder.

#### 19 **NON-EXCLUSIVE RIGHT**

The Company/Hospital's permissive right to enjoy the premises and manage and operate the Facility in accordance with this Agreement at the Airport or any part thereof, is not exclusive and shall not prevent BIAL from granting a similar right to other parties.

However, BIAL intends to expand the medical facility at the Airport, with in or after the completion of eighteen (18) months of commissioning of the existing medial facility and there will be an approximate space of ninety (90) sqm of additional space for such expansion and in the event of expansion of the medical facility as envisaged above, BIAL will give the right of first refusal to the Company/Hospital. Further, in the expanded medical facility BIAL intends to have medical and allied services for the benefit of the Airport users and such additional medical services, in the expanded medical facility will be mutually finalised with the written permission of BIAL. The exact location and area for such additional medical facility will be decided solely by BIAL.

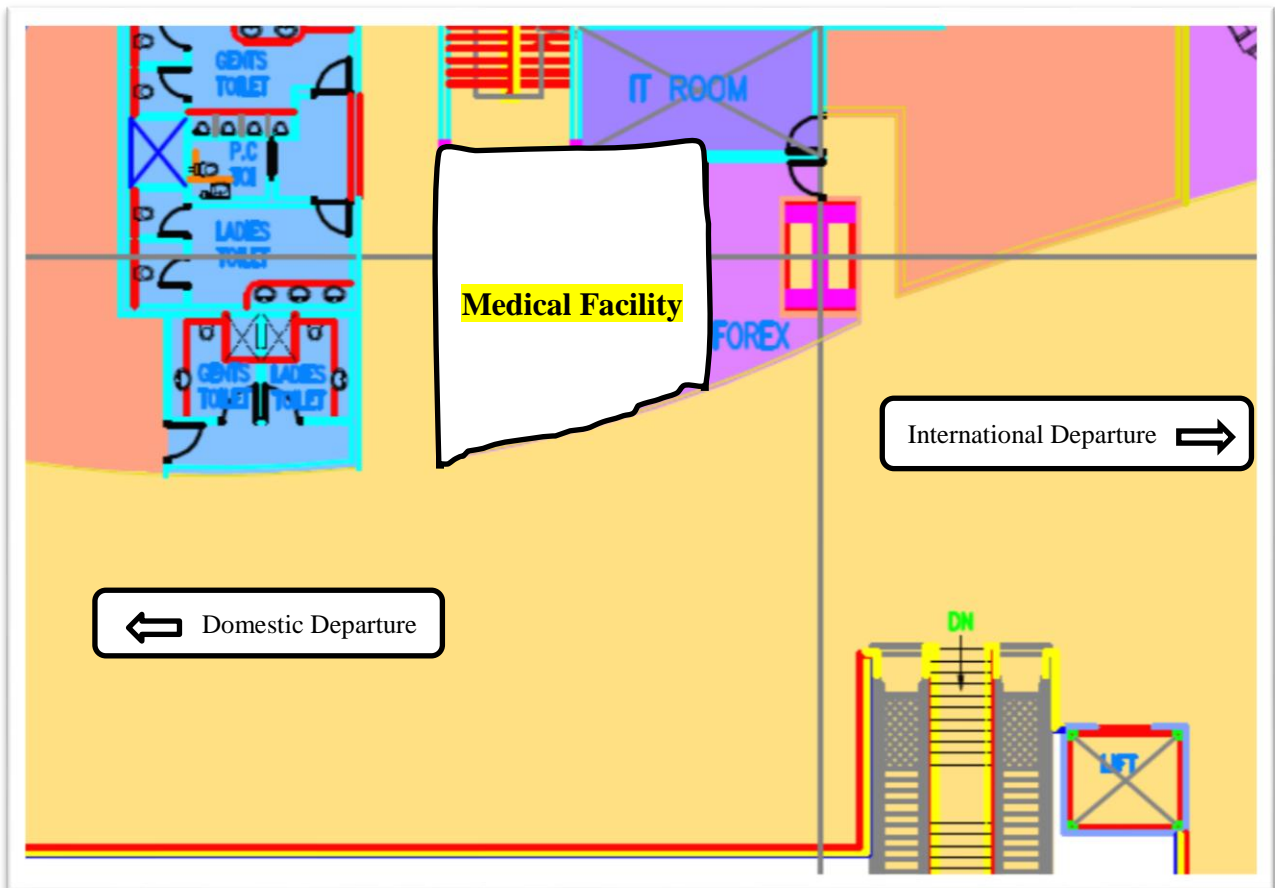
In the event, the Company/Hospital is willing to take up the expanded medical facility; the Company/Hospital shall pay revenue share/license fee, as mutually decided and agreed between the parties and the Company/Hospital shall appoint



additional number of qualified professionals, ambulance/s etc., at its own cost and expenses and the Company/Hospital shall maintain the expanded medical facility at its own cost and at any point of time the Company/Hospital shall not ask BIAL to contribute for the same. In addition, for the expanded medical Facility the Company/Hospital, will be allowed to collect the service charges for the services rendered to the users and such charges will be decided only in consultation with BIAL. Further, for such expansion of the medical Facility, BIAL will provide only the bare shell premises and the Company/Hospital shall design and install the interiors as well as finance, manage and operate the expanded medical facility.

**SCHEDULE A**  
**Location of the Facility**

**Location:** Passenger Terminal Building, Level 1, next to Forex Counter ahead of the Main Escalator. Total Area of the existing facility is 48 sqm.





## SCHEDULE B Fee Details

Room No.	-	T01-1-029
Area	-	48 sqm
Present Rate per sqm -		Rs. 1, 273.38 (Rupees One Thousand Two Hundred and Seventy Three and paise Thirty Eight). (Excluding service tax)



## **SCHEDULE C** **Airport Medical Facility / Services**

The Airport Medical Facility/Service broadly comprises:

1. Operation & Management of Landside Medical Services
2. Management of Airside Medical Services
3. Disaster Management Service at the Airport
4. Health support to Airport Staff

### **1. Operation & Management of Landside Medical Facility /Services**

#### **1.1 Medical Room & Pharmacy (24x7x365)**

- 1.1.1 Company/Hospital shall set up, operate, and manage the Medical Inspection (MI) room attached with Pharmacy in the designated space with at least one bed and other appropriate equipment including defibrillator for attending to or stabilising any causality in the PTB twenty-four (24) hours a day.
- 1.1.2 Company/Hospital shall make available, at least one medical doctor, one paramedic, one Pharmacist, and appropriate number of support staff dedicated for the facility. Company/Hospital shall recover the costs of facility /services provided from the individual availing the same. The Company/Hospital shall ensure that such personnel are employed strictly as per relevant labour laws and should subject them for periodic audit of the relevant authorities.
- 1.1.3 Company/Hospital shall bear all costs associated with setting up, operation, and management of the Pharmacy cum Medical Inspection Room including the salaries of staff employed therein. Company/Hospital shall recover such cost from its users in the form of service charges for the services rendered to the users and such charges will be decided only in consultation with BIAL.
- 1.1.4 The Company/Hospital operated Pharmacy shall have prescription medical drugs and Over the Counter (OTC) products twenty-four (24) hours a day. Company/Hospital shall recover the cost of goods sold from the individual customer for purchasing the same.



- 1.1.5 Company/Hospital shall have and maintain minimum three (3) numbers of standard First Aid Kits in the Facility / Service for any emergency use at remote locations.
  - 1.1.6 Company/Hospital shall periodically inspect and the Automated External Defibrillators (AED) commissioned by BIAL at various locations and advise if any corrective/upgrading activities required.
  - 1.1.7 Company/Hospital shall assign a dedicated Chief Medical Officer for coordinating all day to day functioning of the Medical Service at the airport and liaison with the designated BIAL Nodal Officer for meeting all administrative and regulatory requirements.
  - 1.1.8 The designated Chief Medical Officer / Medical Coordinator shall be responsible for preparing, and implementing various standard operating procedures / plans / checklists etc., as required by the Ministry of Civil Aviation and in line with the Aerodrome Emergency Plan. Such plans shall be prepared in consultation with and duly vetted by BIAL.
  - 1.1.9 Company/Hospital shall ensure that all of its staff appointed/roster for the airport for providing medical Service are formally oriented by the Company/Hospital itself before applying for the passes, and are duly undergone the mandatory airport induction and refresher courses periodically organized by BIAL. Evidence for such activities shall be regularly shared with BIAL for audit.
- 1.2 Landside Ambulance(s) (24x7x365)
- 1.2.1 Company/Hospital shall ensure availability of minimum one (1) cardiac emergency ambulance on the landside of the Airport, twenty-four (24) hours a day throughout the year. In the event a patient is required to be evacuated to any hospitals in the city, the ambulance shall return or be replaced within a maximum of thirty (30) minutes of its departure.
  - 1.2.2 Company/Hospital shall ensure dedicated and qualified ambulance drivers appointed to run the land side ambulance(s). The Company/Hospital shall ensure that such personnel are employed strictly as per relevant labour laws and should subject them for periodic audit of the relevant authorities.

- 1.2.3 Company/Hospital shall bear all costs associated with procurement, commissioning, maintenance, operations and management of the ambulance(s) including the salaries of staff employed therein.
- 1.2.4 In normal time the landside ambulance shall park and manure only in the designated space. Obtaining vehicle entry passes, airside driving passes, and airside entry passes for all concerned staff shall be the responsibility of the Company/Hospital.
- 1.2.5 In the event of BIAL Ambulances not available at the airside, the Company/Hospital shall deploy matching number of ambulances from their pool to the airside. Such ambulances shall be relieved only on resumption of the BIAL ambulances, and cost incurred towards this will be borne by BIAL.

## **2 Management of Airside Medical Services**

### **2.1 Airside Medical Inspection Room (24x7x365)**

- 2.1.1 As required by regulation, BIAL has established an airside Medical Inspection room containing eight (8) beds for use at the time of contingency. The Company/Hospital shall ensure adequate quantity and type of medicines and medical supply at the MI Room and maintain it.
- 2.1.2 Company/Hospital shall conduct periodic inspection of the airside Medical Facility to ensure functionality of equipment and validity of medical supplies.
- 2.1.3 The cost of Medicines and Medical equipment (being medical oxygen apparatus) will be borne by Company/Hospital, while all other costs (being beds, stretchers etc.) will be borne by BIAL. BIAL will, however, compensate Company/Hospital the cost of medicines against actual consumption only.
- 2.1.4 A jointly signed inventory of medications and medical equipment, including their cost, shall be maintained for each ambulance.
- 2.1.5 This medical facility is not a commercial use space and will be used exclusively for stabilising disaster victims till their evacuation to a hospital can be arranged.

## 2.2 Airside Ambulance (24x7x365)

- 2.2.1 As required by the regulation, BIAL has commissioned and maintained three (3) ambulances at the airside for the sole use at airside disasters/emergencies. Company/Hospital shall provide three (3) Emergency Medical Technicians (preferably male paramedics) at its own cost to man the ambulances and respond to medical emergencies occurred at the airport.
- 2.2.2 The Company/Hospital shall ensure that such personnel are employed strictly as per relevant labour laws and should subject them for periodic audit of the relevant authorities.
- 2.2.3 Company/Hospital shall periodically inspect the aforesaid ambulances to ensure that (i) all medications therein are within their published expiry dates; and (ii) all medical equipment therein is in proper working order and condition. In the event any medication or medical equipment is required to be replaced, Company/Hospital will replace the same at its cost and under intimation to BIAL.
- 2.2.4 Company/Hospital shall have and maintain minimum three (3) numbers of standard First Aid Kits in the airside ambulances.
- 2.2.5 The cost of Medicines and Medical equipment (being medical oxygen apparatus) will be borne by Company/Hospital, while all other costs (being beds etc.) will be borne by BIAL. BIAL will, however, compensate Company/Hospital the cost of medicines against actual consumption only.
- 2.2.6 BIAL shall advise Company/Hospital on the minimum scale of medical equipment and medications to be provided in the aforesaid ambulances in accordance with guidelines of DGCA/ICAO as may be applicable from time to time.

## 3 **Disaster Management Service at the Airport**

- 3.1 In the event of any disaster/emergency at the Airport, the doctor on duty at the airport shall proceed immediately to the accident site and commence triage and stabilization of casualties in conjunction with the Company/Hospital paramedics and other Aircraft Rescue and Fire Fighting (ARFF) personnel.



- 3.2 Company/Hospital shall act as BIAL's single point of contact for Medical Services with regard to any aviation emergency at the Airport. To facilitate this process, Company/Hospital will either itself make arrangements, or enter into memoranda of understanding or similar arrangements with other hospitals / healthcare centres, professionally qualified Medical Practitioners, and ambulance Company/Hospital's so as to ensure the availability of approximate one hundred (100) beds in the event of an aviation emergency, including the availability of appropriate numbers of ambulances, surgeons, operating theatres and similar requirements.
- 3.3 Company/Hospital shall have a well-defined disaster management plan and protocol as required by the ICAO and DGCA, which comprises designation of Triage Coordinator, Medical Coordinator, and Casualty Loading Officer.
- 3.4 On the provision of a telephone call to the single point of contact as defined in **Schedule D**, Company/Hospital shall immediately arrange to source in additional medical supplies, medical personnel, quick response teams, and ambulances so as to discharge its obligations hereunder, including contacting partner hospitals and ambulance Company/Hospital and preparing them to receive casualties. All liaison between other partner hospitals, ambulance providers and healthcare professionals shall be carried out by Company/Hospital.
- 3.5 In the event of a disaster, the Medical Coordinator of the Company/Hospital shall deploy adequate number of medical practitioners at various crisis management locations at the airport such as Triage area, Care Centre, Meeter greeter service area, Crew Reception Centre, Reunion Centre etc., as required by the situation.
- 3.6 Company/Hospital shall also ensure it has available professional psychiatrists or psychoanalysts to ensure psychiatric counselling for victims, relatives and other parties involved in any disaster at the Airport.
- 3.7 Company/Hospital shall make available to BIAL copies of all MoUs signed with other hospitals, ambulance Company/Hospital, and doctors/counsellors to achieve the above objective.
- 3.8 Training & exercising is core component of airport medical service. Company/Hospital shall provide all support to BIAL during planning, briefing, debriefing and report preparation, all through the licensing phase including audits by DGCA and subsequent exercises. The exercise schedule will be (i) Full-scale/partial: At least once each year; (ii) Tabletop: At least once each six (6) months. Company/Hospital shall participate with their full team at the exercises staged by BIAL at its own cost. In addition to BIAL staged exercises, the Company/Hospital shall organize internal Mock exercises at least



once in year with participation of all its partner hospitals and ambulance Company/Hospital. BIAL shall be invited to be party to/observer of such exercises and all documentation pertaining to the same shall be shared with BIAL for regulatory audit purpose.

#### **4 Health support to Airport Staff**

- 4.1 The doctor assigned to the Facility shall also be available for health support to airport organizations. However, modality and understanding in this regards shall be purely at the discretion of the Company/Hospital where the airport operator's responsibility limits with facilitating any such initiatives by the Company/Hospital.
- 4.2 Additional Medical practitioners shall be made available to take care of this function; such arrangements shall be intimated to BIAL in writing for its consent prior to execution of the same.



**SCHEDULE D**  
**Telephone Numbers of Company/Hospital**

1. Pre-startup & Post Startup - Coordinator(s) and escalation points
2. Nodal & alt. Nodal Officers for Airport Emergency / Disaster Response as per the Aerodrome Emergency plan
3. Facsimile number: Medical Center/hospital - (name place)
4. Hotline between the Company/Hospital & the Medical Inspection Room at the Airport
5. 24/7 help line number at the Medical Center/hospital
6. Directory of full and complete contact details including e-mail address of the Company/Hospital; all sub contracted hospitals, panel Doctors and psycho-traumatic counselors, and subcontracted ambulance Company/Hospital's etc.



**SCHEDULE E**  
**Details of Personnel and Consumables**