



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

By email & Speed Post

No. BA/Comml-T1/2023/SPA

Date-30-03-2023

To
M/s.Tathaapi Spa and Wellness Pvt Ltd,
Queens Villa-7,A-2, Nityanand Nagar,
Vaishali Nagar,
Jaipur- 302021.

Subject: Award of License for Operating "Wellness Centre / SPA and Massage Chair inside Security Hold Area First Floor, New Domestic Terminal Building-T1, Biju Patnaik International Airport Bhubaneswar"

Dear Sir,

Kindly refer to your bid for tender with E_Bid No. 2022_AAI_136104_1 in respect of "License for Operating "Wellness Centre / SPA and Massage Chair inside Security Hold Area First Floor, New Domestic Terminal Building-T1, Biju Patnaik International Airport Bhubaneswar."

The Competent Authority is pleased to award the licence for "Operating Wellness Centre / SPA and Massage Chair inside Security Hold Area First Floor, New Domestic Terminal Building-T1, Biju Patnaik International Airport Bhubaneswar" to H1 bidder M/s. Tathaapi Spa and Wellness Pvt Ltd on the following Terms and Conditions:

1. General:

1.1 The selected Bidder M/s. Tathaapi Spa and Wellness Pvt Ltd shall within **07 (seven) days** of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award.

1.2 **Business Incubation Period** shall mean a period of **30 (thirty) days** from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/conditions of award as will be specified in the LOIA.

1.3 **Gestation Period-** Gestation period of **120 (one hundred twenty) days**, reckoned from the date of Handing over of site shall be permissible.

2. **License Term:** The term of License of this award will be **05 (Five) years** from the date of commencement of operation or expiry of gestation period whichever is earlier.

* Notwithstanding anything contained in this award letter, parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI / Government of India, then the Authority shall have the right to assign / novate / alter the Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment / novation / alteration would release Authority of all liabilities and obligations arising under the agreement from and after the date of assignment / novation / alteration and the rights and obligations of Authority under the Agreement and other



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arrangements entered into in accordance with the provisions of the Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment / novation / alteration as and when need arise.

3. License Fee:

3.1 The Licensee shall in consideration of the License granted by Airports Authority of India, pay to the Airports Authority of India, **License Fee of Rs. 4,96,000/- per month plus utility charges and taxes as applicable.**

3.2 The license fees shall be subjected to escalation as per provision laid down in E-NIT. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract.

3.3 AAI shall raise bill on or before 10th of every month. The Licensee has to make the payment of License Fees etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.

3.4 The licensee is also liable to pay utility facilitation charges @ 10% of Space rent. Such charges shall be paid within the date(s) specified in the bill(s). The space rents shall be escalated as per AAI policy issued from time to time and same shall be applicable on licensee.

4. **Advance Licence fee:** Payment of one-month advance licence fee, with GST within 15 days from the date of the award letter as given below:

Licence fee	Rs. 496000/-
Utility Charges :	Rs 6647.5/-
10% on Space rent (@ Rs 1250/-per sqm for 53.18 sqm)	
Total	Rs 502647.5/-
GST @18%	Rs. 90476.55/-
Grand Total	Rs. 5,93,124/-

(Rupees Five Lacs, Ninety-Three Thousand, One Hundred and Twenty-Four only)

5. The Licensee is also liable to pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time in addition to the above said license fee. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.



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6. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.

7. Area- **53.18 Sqm. (approx.)** at SHA, 1st Floor, NDTB-T1, BPI Airport, Bhubaneswar.

8. **SECURITY DEPOSIT:** The licensee shall deposit **within 15 days** from the date of issuance of this award letter, a sum of **Rs. 29,76,000/- (Rupees Twenty Nine Lacs and Seventy Six Thousand only)** i.e. an amount equal to **06 months** of license fee as an interest free Security Deposit in the form of Bank Guarantee from a Nationalized/ Scheduled Bank (Bank Guarantee from Co- operative Banks, even scheduled co-operative banks, shall not be acceptable in favour of Airport Director, AAI, Bhubaneswar Airport. Bank Guarantee should be valid for the entire period of license plus six (06) months. In the event of the Licensee committing any breach of the terms & conditions of the license 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 the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.

9. **Electricity Security Deposit-** The Licensee shall also deposit an interest free security deposit towards Electricity charges, a sum of **Rs 2,97,600/- (Rupees Two Lacs Ninety Seven Thousand and Six Hundred only)** i.e. an amount to 5% of annual license/License value for the last year as Security Deposit in the form of Bank Guarantee

10. Agreement:

The agreement between the Licensee and AAI shall be completed within **15 (fifteen) days** from the date of issuance of award letter (on Stamp paper of appropriate value, related costs to be borne by the licensee). The Licensee shall execute an agreement in duplicate on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty, shall be procured by the agency each. Two copies of recent and attested passport size photographs of authorized signatory are to be submitted together with agreement of the license. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder shall be liable to be debarred for further participation in AAI's tender(s)/e- tender(s) for a period of ONE (1) year, on account of non-completion of Execution of the Agreement within 15 days from the date of issuance of award letter.

11. The Licensee shall equip itself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

12. The Licensee 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 bona fide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.

13. Licensee. shall operate the subject facility by charging the rate from users, as may be approved in advance by the Authority. Licensee shall exhibit the said approved charges at a



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14. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
15. The Licensee shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
16. The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.
17. The licensee must necessarily operate the contract for **minimum 50% of the total period** of the contract, failing which the licensee may be debarred from participating any tender in AAI for minimum period of 01 (one) year.
18. It would be the responsibility of the licensee to obtain all necessary security clearance from BCAS/any other regulatory agency as required.
19. The successful bidder is requested to fulfil the conditions specified in the Letter of Intent of Award (LOIA) to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority).
20. All other terms and conditions will be as per E-NIT with Tender ID 2022_AAI_136104_1 will be applicable.
21. The award letter, its acceptance, and the E-NIT conditions shall form part and parcel of the license agreement.

Sincerely,


Senior Manager (Comm.)
For Airport Director AAI,
BPI Airport, Bhubaneswar

Internal Distribution : (1) JGM(CNS) (2) JGM.(Fin) (3) Jt.GM (ATC) (4) DGM (Elect) (5) DGM (Ops) (6) DGM (Civil) (7) CSO

Signature Not Verified

Digitally signed by ANIMESH RAHA
Date: 2023.04.05 16:46:45 IST