Government of Odisha
Department of Tourism

Expression Of Interest For Operation & Management of Jet Skies and Floating Restaurant at Odia Alapur in Chilika Lake on Public Private Partnership (PPP) Mode

Expression of Interest is invited from applicant for operation & Management of two Jet Skies and one Floating Restaurant at Odia Alapur in Chilika Lake on Public Private Partnership (PPP) Mode.

Detailed document can be downloaded from Odisha Tourism website www.odishatourism.gov.in. Interested agencies/promoters may apply to Director, Tourism Department, Government of Odisha, Paryatan Bhawan, Bhubaneswar-751014. The last date for receipt of the application is 06.07.2019 up to 03.00 PM.

Director & Addl. Secretary to Govt.
Government of Odisha
Department of Tourism

EXPRESSION OF INTEREST
FOR
OPERATION & MANAGEMENT OF JET SKIES AND FLOATING RESTAURANT AT ODIA ALAPUR IN CHILIKLA LAKE ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE

13th June, 2019
The information contained in this EOI document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EOI. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

The issue of this EOI does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
A. **BACKGROUND**

Department of Tourism (DoT), Government of Odisha in its endeavor to optimize the tourism potential of the State envisage to operate water sports facilities in different potential tourist destinations on PPP basis. Department of Tourism is inviting proposals from experienced agencies of operating water sports & restaurant for Operation & Maintenance of two nos. of Jet Skies and one Floating Restaurant in Chilika Lake at Odia Alapur.

B. **SCOPE AND OBJECTIVES**

Department of Tourism has already created infrastructure like Jetty and other amenities at Odia Alapur and has two Jet Skies and one Floating Restaurant of 50 seater which are stationed at Barkul. Expression of Interest (EOI) is invited from cruise/ water sports operators having experience in operating air-conditioned restaurant for this project. The project will be on Operate, Manage, Maintain, Share & Transfer mode on a 10 years lease. The operator would operate and manage the Jet Skies & Floating Restaurants per the terms and conditions set out herein after.

C. **PROJECT ASSETS TO BE PROVIDED BY DoT**

I. Floating Jetty (only user right)
II. Jet Ski – 2 nos. on as is where is basis
III. Floating Restaurant (50 seater) – 1 no. on as is where is basis

The Jetty shall be provided only on "right to use" basis for the period co-terminus with this Agreement. The above Jetty can also be used by other operators if need be.

The interested/prospective bidders can inspect the Jetty at Odia Alapur and other assets at Barkul on 18.06.2019. DoT/ OTDC officials will facilitate visit of the existing infrastructure.

D. **TERMS & CONDITION:**

1. The agency/party will be responsible to run the assets operations at the site with their own qualified employees.
2. The agency/party will run the assets with all necessary arrangements like fuel, qualified operators, mechanics etc.
3. All recurring costs for running the Jet Skies, Floating Restaurant will have to be borne by the agency itself.
4. Initially the contract for running the assets will be for 10 years and there after it can be renewed on mutual agreement at the discretion of DOT.
5. All the equipment shall be maintained by the selected agencies in excellent running condition throughout the contract period of 10 years.
6. The waste materials so generated out of the running of the Jet Skies & Floating Restaurant will be handled by the agency as per statutory requirement. No waste material should be allowed to decompose or disposed of inside or near to the complex [in the lake].
7. The agency will be responsible to maintain the above conditions and penalty will be imposed for any deviation including termination of the agreement.

8. Sufficient fire safety measures, life jacket shall be arranged by the agency conforming to international standards for the tourists using these assets.

9. The agency shall ensure that staff engaged for the purpose is well trained, polite and free from communicable diseases. The staff should be well dressed in a uniform whose design shall have prior approval of the DOT authority or its authorized representative(s). Each employee shall wear a photo identity card provided by the agency and approved by DOT.

10. All the technical staff (like drivers) must have requisite qualifications and must have completed appropriate courses from reputed and Govt. approved institutes & having appropriate License from competent authority.

11. The agency will be solely responsible for all payments and observance and compliance of relevant provision of laws/rules/regulations etc. in respect of his employees and the business of running the assets. DOT authority or his authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.

12. The agency shall maintain a suggestion and complaint book and the suggestion recorded therein will be given due consideration. Notice disclosing existence of this book will have to be displayed in the languages Odia/Hindi & English.

13. The entire arrangement should be in pollution free manner. In case of any deviation, the contract shall also be liable to be cancelled.

14. The selected agency shall have to arrange to display the details of service provision on site for general information of the public. [facilities/service with unit price & availability time etc]

15. The quality of service shall be subject to verification by the authority or his authorized representative(s) at any time. If the quality of facility/service is not found to be satisfactory, the agency will be instructed to take the corrective measures. Further, if the service quality is found to be unsatisfactory repeatedly, the contract will be liable to immediate termination.

16. The fuel, oil & safety equipments kept by agency for running the assets and security of the tourists/users/operators shall remain open for inspection by the appropriate authority or his authorized representative(s) at any point of time.

17. If the agency and/or his team and also functioning of the facility is not up to the mark or, the quality of the service is below standard, then DOT is empowered to terminate the contract with a short notice of one month.

18. No sub-agency/sub-leasing/sub-renting will be allowed under any circumstances whatsoever. The agreement stands cancelled on detection of such circumstances.
19. All the legal matters shall be construed and interpreted in accordance with the provisions of Law governed by the law of the land and it would be amenable to the jurisdiction of the Bhubaneswar Court.

20. Language: All notices/communications required to be given by one Party to the other Party which are in any way relevant to this Agreement shall be in writing and in the vernacular of English and/or Odia language.

21. The agency shall observe all world class safety standards. It will also take insurance cover for the Jet Skies & Floating Restaurant, crews and tourists. DOT will be the claimant for all Jet Skies & Floating Restaurant insurance.

E. OBLIGATION OF THE OPERATOR

- To operate, maintain and manage the Jet Skies & Floating Restaurant other boating equipments.
- To register the equipment with appropriate authority and obtain fitness certificate on periodic basis.
- May augment Jet Skies & Floating Restaurant as per market appetite at its own cost.
- To maintain safety standard of international level including insurance cover of the tourist, project asset & crew.
- To pay DOT annual royalty and transfer the project assets provided by DOT after completion of 10 years. The agency may retain equipment procured by it.
- To meet all the statutory obligations required for operating, maintaining & managing the above water sports & boating facilities.
- To take responsibility for satisfactory on-board solid waste management as per the applicable norms of respective authority, if any.
- Shall operate the Jet Skies & Floating Restaurant within 1 month from the handing over of the site & equipments.
- To engage at least 75% of the manpower from the local community.
- To transfer the assets (Jet Skies& Floating Restaurant) after completion of 10 year in good and running condition.
- DOT shall have liberty to inspect the project asset at any time during the concession period without any notice to the operator.
- On being selected the agency shall be required to submit Performance Security of Rs.5.00 lakh in shape of D.D. / Bank Guarantee favoring Director, Tourism which shall remain valid for the entire duration of the agreement.

F. CONCESSION PERIOD

The period of O&M contract shall be for a period of 10 years from date of signing of agreement which can be renewed for further period on mutually agreed terms. However, if the performance of the operator is not found satisfactory, DOT would be at liberty to rescind the contract with 1 month prior notice.

G. CONCESSION FEE
- The selected bidder is required to pay annual premium on quarterly basis to DOT which shall be quoted by the bidder in its financial bid.
- The annual premium shall be increased by 10% annually on compounded basis.

H. **TENTATIVE TIMELINE OF SELECTION:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Publication of EOI</td>
<td>13.06.2019</td>
</tr>
<tr>
<td>Date of Site Visit</td>
<td>18.06.2019 between 10 AM – 1 PM</td>
</tr>
<tr>
<td>Last date for receiving of Pre-bid Queries</td>
<td>19.06.2019, up to 5 pm</td>
</tr>
<tr>
<td>Date of Pre-bid meeting at Paryatan Bhawan, Lewis Road, Bhubaneswar</td>
<td>22.06.2019, 12 Noon.</td>
</tr>
<tr>
<td>Date of Issue of Pre-bid Clarifications in Department website: <a href="https://dot.odishatourism.gov.in/">https://dot.odishatourism.gov.in/</a></td>
<td>25.06.2019</td>
</tr>
<tr>
<td>Last date for the submission of Proposals</td>
<td>06.07.2019, 3 PM</td>
</tr>
<tr>
<td>Opening of the Technical Proposals</td>
<td>06.07.2019, 4 PM</td>
</tr>
<tr>
<td>Opening of the Financial Proposals</td>
<td>To be intimated</td>
</tr>
<tr>
<td>Proposed date for signing of agreements</td>
<td>To be intimated</td>
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**Office Address**

The Director
Dept. of Tourism, Govt. of Odisha
Paryatan Bhawan, Museum Campus,
Bhubaneswar - 751 014

**Contact Details of the Authority**
Tel. No. +91 674 2432177
email: info@odishatourism.gov.in

I. **Minimum Eligibility Criteria**

Applicant must have the following minimum eligibility criteria:

i. Experience in operation of water sports facilities (minimum 2 motorized boat / jet ski / 1 hovercraft / 1 cruise boat);

ii. Operational experience of running at least one star category hotel / air-conditioned Restaurant

iii. Net worth not below Rs.50.00 lakh.

iv. Minimum Turnover Rs.50.00 lakh in any of the last three years

v. The Agency should not have been black-listed by any Govt. Department / defaulted in any PPP Projects during last three years. Self-Declaration to this effect needs to be furnished.
J. EVALUATION PROCESS

The Technical proposal will be opened first and agency fulfilling the technical & financial capability prescribed in the EOI shall be short listed. The Financial proposal of the short listed agencies shall only be opened. The short listed agencies quoting highest annual royalty shall be the preferred bidder.

K. COMPOSITION OF EOI

1. Letter of Application indicating:
   Name, title address and telephone number of the Principal who will serve as the Contact for this project. The Principal must have been empowered to sign the Legal Agreement with DOT and make decisions for the firm on contractual matters.

2. Details of the firm, profile, expertise and resource capacity.

3. Documents providing proof of experience in operating projects of similar size and complexity including:
   (a). performance in projects of a similar nature and details of activities under way or contractually committed, and clients who may be contacted for further information (Certificate issued by employer(s) be furnished.)

4. Following documents providing proof of financial capacity to undertake the project, but not limited to:
   (a). Evidence of adequacy of working capital for this Project (Availability of financial resources).

5. Annual Turnover during last 3 financial years as on 31.03.2019

6. The Following Forms attached to this call for EOI are to be fully completed:
   (a). Form 1 : General Information
   (b). Form 2 : Financial Data
   (c). Form 3 : Ongoing Contracts
   (d). Form 4 : Financial Proposal

7. Bid security of Rs.50,000/- (Rupees fifty thousand only) in shape of D.D. from any Nationalized scheduled Bank drawn in favour of Director, Tourism, Govt. of Odisha

L. SUBMISSION OF EXPRESSIONS OF INTEREST

EOIs should be submitted in two envelope separately containing the “Technical Proposal (Cover-1)” and “Financial Proposal (Cover-2)” to be put in a single large envelope super scribed as proposal for “Expression of Interest for operation of Jet Skies & Floating Restaurant”.

a) Technical/Service Proposal

In preparing the Technical/Service proposal, the applicant is expected to examine all terms and instructions included in the Scope of Services and to delineate the firm profile including:
i. Details of its experience;
ii. Areas of Expertise;
iii. Detail of Staff to be engaged for this service.

Failure to provide all requested information shall be at the applicant's own risk and may result in rejection of proposal.

The applicants are expected to submit all relevant information over and above the documents mentioned herein, that they deem relevant to the services covered in the Scope of Services.

b) Financial Proposal

The Financial Proposal will include the fee quote for Jet Skies & Floating Restaurant as per the prescribed format (Form-4)

M. Submission of the Proposal in response to this EOI would have to be made in two separate sealed covers as indicated below:

- Part 1 : Submission: Technical Proposal – Cover 1
- Part 2 : Submission: Financial Proposal– Cover 2

The Technical and Financial proposals shall be submitted in one copy each duly sealed in separate envelope. The EOI must be submitted in print format.

All submissions of EOI shall be marked "Expression of Interest for operation of Jet Skies & Floating Restaurant" and addressed as follows:
Director Tourism, Paryatan, Bhawan, Lewis Road, Bhubaneswar-14.

N. AWARD OF CONTRACT:

Upon evaluation of offers, the notification of award of contract will be intimated to the successful applicant by DOT. The DOT may elect to enter into a concession agreement with the successful operator.

The selection of the Operators will be at the sole discretion of DOT, and DOT reserves rights to accept or reject any or all the EOIs/proposals without assigning any reasons. DOT reserves the right to call for additional information from the applicants.
### Form 1: General Information

(Note: A joint Venture Proposal must contain a full set of forms for each Joint Venture Partner)

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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#### a. Head office

<table>
<thead>
<tr>
<th>Address:</th>
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<tr>
<th>Telephone Number</th>
<th>Facsimile Number</th>
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<tr>
<th>E-Mail Address:</th>
<th></th>
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#### b. Regional office

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<th>Address (if any):</th>
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<th>E-Mail Address:</th>
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#### 1. Local office

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<th>Address (if any):</th>
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<th>Telephone Number</th>
<th>Facsimile Number</th>
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<tr>
<th>E-Mail Address:</th>
<th></th>
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| Country and year Incorporated: |  |

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<tr>
<th>Main lines of Business:</th>
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1. Since: 
2. Since: 
3. Since: 
4. Since: 

Signature
Form 2: Financial Data

Please provide copies of the audited financial statements of the last three financial years.

Form 3: Ongoing / Completed Contracts

<table>
<thead>
<tr>
<th>Name of Contract</th>
<th>Value in INR</th>
<th>Name of Owner</th>
<th>Completed period of operation in months</th>
<th>Scheduled Completion Date of Lease</th>
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Signature
**Form 4:**

**Financial proposal**

**For O & M of Jet Skies & Floating Restaurant**

Location: Odia Alapur in Chilika Lake

<table>
<thead>
<tr>
<th>Particular Items</th>
<th>Nos.</th>
<th>Annual Premium (in Rs.)</th>
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<tbody>
<tr>
<td>Jet Ski</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Floating Restaurant</td>
<td>1</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
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- Rates are exclusive of all taxes
- Premium shall be increased by 10% annually on compounded basis

Seal & Signature of the Bidder

Date