

Odisha Tourism Development Corporation



EOI-cum-RFP for appointment of Operator for Operation and Maintenance of Tourist Bus Service at Bolangir & Kalahandi

1. The Project

Project Concept

OTDC, in its endeavour to tap the tourism potential of Bolangir & Kalahandi, envisages to operate tourist bus service in identified tourist circuits in popular tourist destinations of the above two districts.

OTDC has identified two optimal route, one each from Ex-Bolangir and Ex-Kalahandi covering the destinations as per detail given below :

Ex-Bolangir

Bolangir – Harishankar – Nrusinghnath – Bolangir

Ex-Kalahandi

Kalahandi – Ravandhara – Phurlijharan – Martiguda – Balisara – Bhagirathi – Kalahandi.

2. Project Scope

OTDC shall provide 1 air-conditioned 26 seater bus to each district and intends to appoint an operator for operation and maintenance of the same, for the purpose of running the above two sightseeing service Ex-Bolangir and Ex-Kalahandi (hereby referred to as “**the Project**”) through a competitive bidding process. Considering the immediate limited potential of these tourist locations, it is proposed to operate these services at least two days in a week i.e. Saturday and Sunday. The operators shall have the privilege to utilize the Buses only on charter basis for the remaining days so that the project is viable.

The successful bidders shall be appointed as the operator (the **Operator**) of the Project through the execution of this bid document cum Operation Contract (**Operation Contract**)

In order to run the Project effectively and efficiently, it is necessary to ensure that the operator appointed for the Project shall have the minimum eligibility criteria from the related experience perspective as well as financial capability as specified in this document.

OTDC shall enter into an Operation Contract with the Operator, (hereinafter called individually as Party and collectively as Parties) key terms and conditions of which are enunciated in this document.

3. Key Terms and conditions for the operation of the Project

A. Asset Ownership

The buses provided by OTDC for the Project shall remain the property of OTDC.

The operator shall execute the Project on an Operate, Maintain, Share and Transfer basis.

B. Operation Period and Transfer date

The operator shall be granted the operations and maintenance contract for a period of **2 (two) years** (hereafter referred to as the **Operation Period**) commencing from the date of signing of the Operation Contract between OTDC and the Operator or one month from the date of the letter from OTDC to the Operator announcing its intent and readiness to hand over the buses to the Operator for execution of the Project, whichever is later (“Handover Date”).

The Operation Period can be extended based on mutually agreed terms and conditions and the best practices then prevalent regarding such projects, along with the right of first refusal lying with the operator

The buses shall be transferred back to OTDC by the Operator at the end of **2 years** from the Handover Date unless extended.

C. Project Operation

i. The operator shall operate and maintain the Project according to the terms and conditions of the Operations Contract to be entered into by the successful bidder with OTDC and as per the terms and conditions of this document. Only contract carriage permit shall be permitted.

ii. The operator shall operate the buses on a regular basis on the predetermined routes as specified by OTDC in Para-2 of the RFP.

iii. The operator shall be allowed to add or exclude any destinations specified above only with prior permission of OTDC.

iv. The Operator shall operate the Project only for the specified purpose, i.e. running the sightseeing tour on week-end in the designated route and ply the vehicle on charter basis. However, the operator can utilize the Bus in sightseeing tours for week days basing on the demands.

v. OTDC shall supervise the operations of the Project through Tourist Officer / Representative of Collector / any other Agency as deemed fit.

vi. **It is mandatory on the part of the operator to operate these coaches on weekend i.e. Saturday and Sunday in the designated sightseeing route irrespective of number of booking.**

vii. The responsibility of marketing & ticketing for the operation of the Project shall lie with the Operator.

viii. Provisions should be made by the operator to enable the tourists to purchase a ticket at any scheduled place and commence their journey from that location.

ix. The Operator shall provide on each bus:

- An experienced driver with valid license to drive such commercial vehicles
- Trained and knowledgeable on-board tourist guides

x. The Operator shall provide adequate security for safe parking of the vehicle including first party and third party insurance.

xi. The vehicle can not be operated in any route service.

D. Maintenance specifications

The Operator shall maintain the buses in excellent working condition for the entire Operation Period.

All repairs and maintenance undertaken on the buses shall be done only at the authorized service centers of the manufacturers of the vehicles. Every two months interval, the Operator shall submit to OTDC a list of repair and/or maintenance works done on the buses from authorized service centers.

OTDC engineers and officials shall inspect the condition of each bus every six months Interval and certify satisfaction with the same through a Maintenance Certificate (**Maintenance Certificate**) if the appearance and working condition of the bus is found satisfactory. In case the condition of any bus is found unsatisfactory, any modifications / maintenance work suggested by OTDC officials to bring the bus to desirable standards of appearance or working condition shall be carried out by the Operator at his own cost within 7 working days. The Maintenance Certificate shall then be requested from OTDC by the Operator within 7 days of the initial inspection and which shall be given by OTDC subject to the works being executed to their satisfaction.

In case the Operator fails to get a Maintenance Certificate from OTDC within 7 days of the initial inspection, then the Operation Contract shall be liable to be terminated as per the terms and conditions in the Operations Contract.

E. Revenues

The Operator shall be free to fix the tariffs of the tickets for tourists willing to take the ride on the Bus service. Any change in the tariffs should become effective only after prior intimation to OTDC of at least one week.

The Operator shall have the right to retain total revenues collected by way of ticketing of the tourists.

F. Expenses & Payments

The Operator shall bear and pay all expenses including but not limited to those arising due to the repairs or maintenance of the buses, insurance premiums, payments to the staff (including the driver, attendant, guides and any other staff employed by the operator for the operation of the Project), fuel consumption, ticket printing, road tax, marketing and promotion as well as for setting up and upkeep of facilities for parking of buses, ticket counters, office space, etc. and no expenses either in part or in full related to the expenses made by the Operator shall be reimbursed by the OTDC

G. Marketing, Publicity & Promotion

The operator shall be free to appoint sub-agents for marketing and ticketing etc of the Project. In such case, all expenses including but not limited to those arising out of the commission to be payable to such sub-agents shall be paid and borne by the operator, and OTDC shall not be liable for any payment to be made to such sub-agents in any case.

The design of the display board(s) used for marketing/ advertisement purposes of The Project shall be approved by the OTDC.

The Operator shall be free to market / publicize the Project in any fora or through any means that is deemed fit. All expenses related to marketing/ publicity/ advertisement etc of the Project shall be borne by the Operator and no part or full payment shall be made by OTDC towards the reimbursement of the same.

All pamphlets/ brochures etc related to the operation of the Project shall be prepared by the Operator, and shall be printed with the due approval of OTDC. All such publicity material shall necessarily carry the OTDC logo.

H. Payment Mechanism

The Operator shall pay the OTDC a fixed fee per quarter (**Quarterly Fee**) as offered in the Financial Bid by the Bidder, vide a Demand Draft drawn in favour of **Managing Director**,

Odisha Tourism Development Corporation, drawn on a scheduled bank and payable at Bhubaneswar.

The payment for the Quarterly Fee for the first quarter shall be paid before signing of the Agreement between OTDC and the Operator.

For the subsequent quarter, the Operator must pay Quarterly Fee regularly to OTDC before 15th of succeeding month of the last quarter.

I. Performance Security

Performance Security in the form of a demand draft drawn in favour of **Managing Director, Odisha Tourism Development Corporation**, payable at Bhubaneswar, of an amount equal to rental of two quarter shall be deposited by the Operator at the time of signing of the agreement.

A valid Performance Security shall be placed with the OTDC at all times during the Operation Period of the Project.

J. Insurance

The operator shall ensure that all the buses are covered by a comprehensive insurance cover during the entire Operation Period for all the vehicles, crew, third parties as well as tourists traveling on the buses. The premium for all insurances shall be paid by the Operator.

K. Transfer of the assets back to OTDC

The buses provided by the OTDC shall be transferred back to the OTDC in well maintained condition at the end of the Operation Period.

No structural/ upholstery changes shall be allowed to be done to the buses owned by the OTDC, one year before the Transfer Date to the OTDC, without the OTDC's written consent for such modifications.

L. Customer grievance redressal

Any claims related to faulty operation/ service provided by the Project shall be addressed by the OTDC jointly with the Operator.

Any claims by the tourists arising out of inter-alia incidents/ injuries/ accidents shall be covered by insurance

The Operator shall be responsible for any Consumer Court complaints and proceedings arising out of tourist claims.

M. Termination of the Operation Contract

Both the parties shall have the right to terminate the Operation Contract at a notice of three (3) months to the other party.

In case of such termination of the contract, the buses owned by the OTDC shall be transferred back to the OTDC in well maintained condition.

If the contract is terminated by the Operator without sufficient notice of three months, the Performance Security furnished by the Operator shall be forfeited by OTDC, towards the liquidated damages.

If the contract is terminated by the OTDC, the Performance security furnished by the Operator shall be returned to the Operator. No other payments shall be made by the OTDC to the Operator.

No structural/ upholstery/ equipment changes shall be allowed to be made to the buses owned by the OTDC, after the notice to terminate the contract has been served by any of the Parties.

N. Asset addition and enhancement of services

The Operator shall be free to add more buses to the fleet (the “**Additional Buses**”) for operation of the Project

The additional assets thus added to the Project shall be the property of the Operator and no expenses/ costs of the assets/ installments payable towards the loan taken for procurement of the same/ insurance premiums for the same shall be reimbursed either in part or in full by the OTDC

The Operator shall operate the Additional Buses as per his own business plan adhering to all applicable laws and permits.

The Operator shall have the rights to earn proceeds from sale of tickets, or any other related commercial activity for the Additional Buses.

The Operator shall be free to provide additional services to the tourists on board the buses adhering to all applicable laws, norms and guidelines and having obtained all requisite approvals and permissions for the same.

O. Miscellaneous conditions

All claims against the Operator arising out of deficiency of the Service/ non payment of the committed amount to OTDC etc shall be subject to the Bhubaneswar Court’s jurisdiction.

Any disputes arising out of the arrangement entered into by the Parties shall be subject to the jurisdiction of the Bhubaneswar Court.

The bidder hereby accepts the terms and conditions specified in this document, and shall submit a signed copy of this entire document along with the Financial Bid.

4. Minimum Eligibility Criteria for the Bidder

The bidder shall furnish documented proofs for the eligibility criteria enunciated in this section of the bid document.

A. Related Sector Capability : To fulfill any one of the following criterias

- i. The bidder should own minimum 1 bus **each with minimum 25 seats**
- ii. The bidder should have minimum two years of relevant experience, as a passenger transport operator.
- iii. A tour operator / Travel Agent / Hotel Operator (minimum 20 rooms) with minimum 2 years experience

B. Financial Capability

The bidder should have a minimum average annual turnover of Rs 20 lakh from bus operation / tour operator / travel agency business for the last 2 years

AND

The bidder should have a minimum net worth of Rs 20 lakh as on 31.03.2019

- a. To prove their conformance to the Related Sector Capability, the bidders shall submit:
 - i. Documents showing ownership of the required number of buses
 - ii. License or other authorizations from the RTO or other authorities to operate passenger transports for at least three years
 - iii. Copy of the registration certificate issued by Ministry of Tourism / State Tourism as a Travel Agent

- b. To prove their conformance to the Financial Capability:
 - i. To prove conformance to the turnover requirement, the bidders must submit their income tax returns for the last 2 years or a certificate from a Chartered Accountant confirming the minimum turnover requirement.
 - ii. To prove conformance to the Net Worth requirement, the bidders must submit their Annual Statements for the year 2018-19 certified by a Chartered Accountant or, in case of individuals, a certificate from a Chartered Accountant certifying their Net Worth to qualify for the above listed Financial Capability Criteria at a date between 1st April 2019 and the Bid Submission Date.

5. Preparation and submission of bids

A. Bidding Process

- i. The project shall be awarded through a competitive single stage bidding process separately for two different sightseeing route i.e. (i) Ex-Bolangir, (ii) Ex-Kalahandi. One agency can apply one or more than one route.
- ii. Financial bids of only those bidders shall be opened who qualify the minimum eligibility criteria set in this bidding document, and are accompanied by bid security as specified in this Document.
- iii. OTDC hereby reserves the right to reject any or all the bids including the highest bid without assigning any reasons thereof, including the annulment of the entire bidding process.

B. Pre-bid conference and amendment of the Bid Document

A pre bid conference shall be held on the 18th February, 2020 in which the bidders can raise queries if they have any.

The OTDC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within seven (7) working days from the pre-bid conference.

OTDC hereby reserves the right to make any amendments to the Bid Document before the Bid submission date. The Bidders shall be duly informed in such case.

C. Bidding Parameter

The Bidder shall quote the fixed quarterly rent to be paid to the OTDC, which shall be incremented @ 7% per annum on compounded basis.

The bidder who qualifies in the minimum eligibility criteria set in this document and whose quote is the highest of all the Financial Bids shall be declared as the successful bidder.

D. Bid Security

Bid security of Rs 0.5 lakh only (Rs.50,000/-) in form of a demand draft drawn in favour of OTDC, payable at Bhubaneswar shall be enclosed with the Eligibility Bid

E. Sealing and submission of Bids : For each separate project, Technical Bid and Financial Bid shall be submitted in two separate sealed envelop and to be again closed in a bigger envelop superscribed as “Bid for Operation & Maintenance of Tourism Bus Service at _____” (Bolangir / Kalahandi)

The complete bids shall be submitted to the following address latest by 3 PM (1500 hrs) on the bid due date 25.02.2020.

“Managing Director, OTDC. Ltd., Lewis Road, Bhubaneswar”-14

F. Bid Validity

The bid shall be valid for sixty (60) days from the bid due date

G. Bid opening

The Eligibility Bids shall be opened the same day at 1600 hrs in front of the Bidders who chose to attend.

Financial Bids of only those Bidders who qualify the minimum eligibility criteria shall be opened.

Annexures

Annexure I: Format for Covering Letter cum Project Undertaking

Date:

To

Managing Director

Odisha Tourism Development Corporation Limited

Panthanivas Old Block,

Lewis Road

Bhubaneswar – 751 014

Dear Sir:

Sub: Bid for appointment as Operator for Operation and Maintenance of Tourist Bus Service at Bolangir / Kalahandi

Ref: Tender Document for Appointment of Operator for Operation and Maintenance of Tourist Bus Service at Bolangir / Kalahandi

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the proposal requirements and information collected and provided to us by OTDC in respect of the captioned Project, the undersigned hereby submits the Proposal on behalf of _____ (*Name of the Bidder*) in response to the Tender Document for the abovementioned Project, with the details as per the requirements of the Tender, for your evaluation.

We confirm that our proposal is valid for a period of 60 days from (*insert the Submission Due Date*)

We understand that any omission, commission, miss-statement in factual statements made by us will make our Bid invalid at any time during the course of Bidding Process and also after award of the Project. OTDC reserves the right to take appropriate action accordingly. We understand that OTDC reserves the right to accept or reject any or all the Bids and reserves the right to withhold and/or cancel the Bidding Process.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms and conditions of the Tender Document.

Yours faithfully,

For and on behalf of

Name of Bidder

*Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)*

Annexure II: Format for Bid Application cum Financial Bid

Date:

To

Managing Director
Odisha Tourism Development Corporation Limited
Panthanivas Old Block,
Lewis Road
Bhubaneswar – 751 014

Dear Sir:

Sub: Financial Bid for appointment as Operator for Operation and Maintenance of Tourist Bus Service at Bolangir

I/we offer to execute the above mentioned Project on the stipulated terms and conditions in the Tender Document and other particulars therein. I / we hereby submit our unconditional financial offer as follows:

I/We offer to make quarterly payments (the “Quarterly Fee”) to OTDC of Rs. _____ (Rupees _____ only) for each quarter of the Operation Period as per the terms and conditions of the Tender Document

This proposal and all other details furnished by us shall constitute a part of our Bid. I / we understand that OTDC is not bound to accept the highest or any Bid received.

I/ we agree that my / our Bid shall remain valid for a period of 60 days from the Bid Due Date prescribed for submission of proposal. I / we confirm that our Financial Offer is unconditional and that we accept all terms and conditions specified in the Tender Document. I/ we agree to bind by this offer if we are the Selected Bidder.

We also agree that the rental quoted above shall be revised annually as per the Wholesale Price Index

For and on behalf of:

Signature of Authorised Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

Address:

SEAL OF THE BIDDING ENTITY

Annexure II: Format for Bid Application cum Financial Bid

Date:

To

Managing Director
Odisha Tourism Development Corporation Limited
Panthanivas Old Block,
Lewis Road
Bhubaneswar – 751 014

Dear Sir:

**Sub: Financial Bid for appointment as Operator for Operation and Maintenance of Tourist
Bus Service at Kalahandi**

I/we offer to execute the above mentioned Project on the stipulated terms and conditions in the Tender Document and other particulars therein. I / we hereby submit our unconditional financial offer as follows:

I/We offer to make quarterly payments (the “Quarterly Fee”) to OTDC of Rs. _____ (Rupees _____ only) for each quarter of the Operation Period as per the terms and conditions of the Tender Document

This proposal and all other details furnished by us shall constitute a part of our Bid. I / we understand that OTDC is not bound to accept the highest or any Bid received.

I/ we agree that my / our Bid shall remain valid for a period of 60 days from the Bid Due Date prescribed for submission of proposal. I / we confirm that our Financial Offer is unconditional and that we accept all terms and conditions specified in the Tender Document. I/ we agree to bind by this offer if we are the Selected Bidder.

We also agree that the rental quoted above shall be revised annually as per the Wholesale Price Index

For and on behalf of:

Signature of Authorised Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

Address:

SEAL OF THE BIDDING ENTITY

Annexure III: Checklist of Submissions

Envelope 1:

- Covering Letter cum Project Undertaking
- Bid security of Rs 0.50 lakh only (Rs. 50,000/-) in form of a demand for each project draft drawn in favour of OTDC, payable at Bhubaneswar
- Documents for proving conformance to eligibility conditions.

Envelope 2:

- Bid Application cum Financial Bid