Odisha Tourism Paryatan Bhawan, Lewis Road Bhubaneswar-751014 Fax No.+91 674 2430887 E-mail: info@odishatourism.gov.in







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Government of Odisha Tourism Department

No. 9428

/ TSM,

Bhubaneswar,

Dated 09-12-22

TCT-TSP-FEST-0011-2022

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF OPERATOR FOR OPERATION AND MANAGEMENT (O&M) OF RESTAURANT-CUM-BEACH SHACK AT RAMCHANDI BEACH AREA ON OPERATIONAL CONTRACT BASIS

Department of Tourism (DoT) invites proposals from prospective applicant(s) for 'Request for Proposal (RFP) for Selection of Operator for Operation and Management (O&M) of Restaurant-cum-Beach Shack at Ramchandi Beach Area on Operational Contract Basis' in accordance with the conditions and manner prescribed in the Request for Proposal (RFP) document.

The Proposals should be submitted by interested applicant(s) to the Director Tourism, Paryatan Bhawan Lewis Road, Bhubaneswar-751014 on or before 16.12.2022 upto 15:00 Hrs. Detailed terms of the RFP may be downloaded from our website: https://dot.odishatourism.gov.in/?q=tender.

Director & Addl. Secretary to Govt.



Number: 9428

Date: 09.12.2022

Department of Tourism

Government of Odisha

Paryatan Bhawan, Lewis Road, Bhubaneswar, 751014

Phone: (0674) 243 2177 | Fax: (0674) - 243887

https://odishatourism.gov.in

- Request for Proposal (RFP) are hereby invited from experienced beach shack/bistros operators/restaurant/food chain operators/firms/hotel owners in India to operate and manage beach shack on operational contract basis at selected locations on Ramchandi Beach area, Konark, Odisha, for 90 (ninety) days.
- 2. The location details are as highlighted below:





3. Interested parties may be Sole Proprietor/ Firm/ Franchisee Holder of prominent food chains (like MacDonald's, Pizza Hut, Dominos, KFC etc.)/ Partnership Firm/ Indian Company registered under the Companies Act, 2013 or firms registered under LLP Act 2008 registered with appropriate authority having a running business dealing with food item(s) and/or liquor.

4. The RFP document along with detailed guidelines can be accessed from the website link:

https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html

5. The interested parties are requested to submit the complete bid proposal with copies of valid GST Registration Certificate, PAN card, FSSAI Certificate, Trade License, Food & Beverage License from the appropriate authority.

Table - 1: Fact Sheet

SI	Fact	Description	
1.	Date of Issue	09.12.2022	
2.	Name of Work	O&M of Restaurant cum Beach Shack at designated location at Ramchandi Beach Area, Konark on operational contract basis.	
3.	Nature of Work	Sale of prepared food item(s) and liquor	
4.	Period of operation	90 (ninety) days.	
5.	Details of the outlet	 I. Shack – 50 feet X 28 feet II. AC Restaurant – 49.2 feet X 32.8 feet III. Kitchen – 20 feet by 20 feet 	
6.	For site visit & clarification, if Any	Up to 12.12.2022 on any day between 9.30 A.M. up to 5.30 P.M and queries shall be sent to info@odishatourism.gov.in and pmu@odishatourism.gov.in	
7.	Pre-Bid Meeting	14.12.2022 at 11:30 AM (Link will be published on https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html	
8.	Last date of submission of RFP	19.12.2022 up to 3:00 PM	

6. Eligibility of Applicant

- 6.1 The applicant must have, valid FSSAI License and Eating house license. Copies to be furnished.
- 6.2 Acceptable ownership pattern of the interested parties is sole Proprietorship Firm/Partnership Firm/Indian Company registered under the Companies Act, 2013, firms registered under LLP act 2008 or erstwhile Companies Act registered with appropriate authority.
- 6.3 The bidders must submit valid GSTIN, PAN, Certificate of Incorporation / MSME Certificate
- 6.4 Applicant must not have been blacklisted by Govt. of India or States / Central or State PSU as on the date of submission of the bid. Self-certification to this aspect must be provided in the technical proposal.
- 6.5 Applicant must have average annual turnover of INR 50 Lakh in the past 3 (three) financial years (i.e., 2021-22, 2020-21, 2019-20). Audited balance sheet and CA certified average turnover certificate to be submitted.

- 6.6 Prior experience of operation and management of minimum 50 (fifty) seating capacity restaurant with liquor bar and/or bistros with bar is must. Documentary proofs to be submitted.
- 6.7 The applicant must have minimum 3 (years) experience in operating restaurant or similar business.
- 6.8 The interested parties must submit an undertaking in the form of an affidavit declaring that in the last 03 (three) years party have neither failed to perform on any contract nor been expelled from any project or contract by any public authority nor had any contract terminated by any public entity for breach by contract.
- 6.9 Consortium in any form is not allowed.
- 6.10 If any operator fails to fulfil the eligibility criteria as described above, the application will be liable to be cancelled.
- 6.11 DoT reserves the right to cancel any or all expression of interest received without assigning any reason.

7. Obligation of DoT

a) DoT will create all the required infrastructure for the outlet, namely Kitchen for the restaurant, 4 washrooms, shack area with overhead thatched roof, water supply, sewerage, electricity supply, and CCTV facility.

8. Obligation of Operator

- a) The allottee shall deposit the rent (as quoted in the financial proposal) through Demand Draft in favour of 'Director Tourism' payable at Bhubaneswar before start of operations;
- b) Operator shall pay water and power/ electricity charges, cess-pool charges for sewerage management as per actual usage and prevailing tariff;
- c) The operator will have to pay required/ applicable excise charges to OTDC;
- d) The operator has to arrange for all required kitchen equipment, furniture, crockery, and cutlery;
- e) The operator is required to maintain cleanliness at all the times at the location at his own cost and avoid any littering, especially of plastic waste;
- f) Operator to provide required manpower at his own cost;
- g) Accommodation for any staff, if any, shall be the sole responsibility of the operator;
- h) Operator shall make arrangements for security at its own cost;
- i) Housekeeping shall be the sole responsibility of the operator.

9. Mode of application

The proposal shall contain three (3) envelopes. Technical Proposal (Part A) and Financial Proposal (B) must be separately sealed and inserted in another envelope (Part C).

Envelope (Part C) must be super scribed as "REQUEST FOR PROPOSAL FOR SELECTION OF OPERATOR FOR O&M of RESTURANT CUM BEACH SHACK at RAMCHANDI BEACH AREA ODISHA ON OPERATIONAL CONTRACT BASIS", and submit hard copy at below mentioned address:

To,
Director Tourism
Paryatan Bhawan, Department of Tourism
Lewis Road, Bhubaneswar – 751014
Odisha.

All documents and papers submitted in the proposal have to be signed by a competent representative on behalf of the operator.

10. Mode of Selection

Successful bidder will be selected on the basis of Highest total upfront fees proposed as per the format of financial proposal given in Annexure - 7.

11. Performance Bank Guarantee (PBG)

DoT shall issue a Letter of Award (LoA) along with the Draft Agreement to the selected bidder post opening of the financial proposals. Within 15 days of issuance of LoA, the selected bidder is required to submit a Performance Security in the form of an irrevocable and unconditional Bank Guarantee from a Scheduled Commercial Bank in favour of 'Director Tourism' prior to the signing of the Agreement. The Performance Security shall be for an amount equivalent to 3% of the quoted financial bid.

12. General Terms & Conditions

- 12.1 The selected agency will be responsible for O&M of beach shack at the designated space to run the catering operations at Ramchandi Beach Area, with their own employees.
- 12.2 The operators should run the beach shack with all necessary equipment for heating, grinding, cooking and serving.
- 12.3 Any addition or alteration in the allotted space is not permitted without the written consent of the Department of Tourism authority. If violated, it will be considered as breach of the contract.
- 12.4 All recurring costs for running and maintenance of the beach shack and electricity and water consumption will have to be borne by the operator.
- 12.5 The license for running the beach shack will be initially issued for 90 (ninety) days
- 12.6 Beach shack will remain open and functional on days and for such hours as may be notified by DoT authority from time to time.
- 12.7 Operators are required to procure all the raw materials required for cooking/ preparing and the food items thus cooked/prepared should be in compliance of rules and regulations of FSSAI and concerned local authorities and DoT/ authority.
- 12.8 The food items should have nutritious value and may be inspected daily by the concerned authority.
- 12.9 The operator of beach shack should not discharge the following materials in the sand/ sea water:
 - a) Dirty Water
 - b) Liquids
 - c) Sewage
 - d) Toilet Garbage
 - e) Kitchen Garbage
- 12.10 The operator will be required to maintain
 - a) 4 Dustbins (Minimum) with segregation as per Swaccha Bharat Mission Guidelines
 - b) Dustbin size shall be 50 L with separate lids in black (dry waste), green (wet waste), blue (Plastic waste) in designated areas

- 12.11The operators shall ensure that staff engaged for the purpose is well trained, polite and free from communicable diseases. Each employee shall wear a photo identity card provided by the operator and approved by the DOT authority.
- 12.12The operators will be solely responsible for all payments and observance and compliance of relevant provision of labour laws/rules/regulations etc. in respect of their employees and the business of operating the beach shack. DoT (authority) or its authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.
- 12.13The operators 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 Odia and English at a prominent point within the food shop/beach shack. This book must be readily available for inspection by the DoT officials whenever called for.
- 12.14The entire arrangement should be in pollution free manner. The operator will be responsible for maintaining high standards of hygiene and cleanliness in the food shop, dining area and storeroom and for full observance of all relevant regulations of Government/ DoT (authority). The operators shall not carry out any business other than operating the shack in the Ramchandi Beach Area premises under any circumstances. In case of any deviation, the contract shall also be liable to be cancelled.
- 12.15The operators shall have to arrange to display conspicuously "Ala carte menu along with prices" for general information of the public.
- 12.16The quality of food shall be subject to verification by the concerned Govt. departments, authority or its authorized representative(s) at any time. If the quality of food is not found to be satisfactory, the food items shall be liable to be replaced at the cost of operator. Further, if the food quality is found to be unsatisfactory repeatedly, the contract will be liable to immediate termination.
- 12.17The stall, store space, equipment/implements etc. including the articles kept by operator for serving of food items shall remain open for inspection by the DoT (authority) or its authorized representative(s) at any point of time.
- 12.18No sub-agency/sub-leasing/sub-renting will be allowed under any circumstances whatsoever. The agreement will be liable to be cancelled on detection of such circumstances.
- 12.19Settlement of all disputes will be within the jurisdiction of Courts of Bhubaneswar, Odisha.
- 12.20RFP shall be submitted by post/by hand, ink signed, and in hard copy.
- 12.21All the documents and other information submitted by an applicant to DoT shall remain and/or become the property of DoT. The department will not be liable to return any application(s) or any information provided along therewith.
- 12.22Submission of proposal by a party shall not create any contractual obligation between that party and DoT.
- 12.23The applicant shall bear all costs associated with the preparation and submission of its proposal. DoT shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.
- 12.24All supporting documents enclosed with proposal should be duly signed on each page by the authorized person of the operator.
- 12.25DoT reserves the right to make structural adjustment/ alteration based on need / the site condition/ availability of space or any other reason.
- 12.26The NAC Konark shall collect and dispose of the respective wastes for which necessary fees shall be paid by the beach shack allottee to the NAC. The Department/ NAC shall levy penalties for disposing off garbage unlawfully and even cancellation of permission for (a) not maintaining dustbins (b) not disposing off wastewater properly (c) illegal dumping/burying of garbage in the vicinity or any portion/ place of beach stretch.

- Request for Proposal (RFP) for Selection of Operator(s) for Operation and Management (O&M) of Restaurant cum Beach Shack at Ramchandi Beach Area on Operational Contract Basis
- 12.27The area around the beach shack must be kept clean at all time and maintained by the beach shack allottee. Burning or burying of waste/garbage in any form is not allowed. In case, any littering, dirt/garbage, firewood, charcoal, etc. is found behind or around the beach shack or nearby, the contract shall be terminated without any cost to DoT.
- 12.28In case of severe weather conditions, the Department of tourism shall withdraw permission for the Restaurant cum Shack before the specified date of expiry of permission and in such cases, allottee/permission holder will not be liable for any compensation/ refund of the rent.
- 12.29The activities in the Restaurant cum Shack shall be restricted to sale of food/drinks and beverages and not for any other purpose. Necessary licenses shall have to be obtained for various purposes like food license.
- 12.30 Any association with Nomads, Masseurs, hawkers and sale/display of any other items other than food and beverages shall not be permitted.
- 12.31The beach shack allottee shall provide printed bills to the customers for food, refreshment and any other service charges.
- 12.32The operator is required to keep the option of digital mode of payment to the customers.

Annexure -1: Cover Letter

<To be submitted on the letter head of the bidder>

To,	Date:
De Pa	rector Tourism partment of Tourism ryatan Bhawan, Lewis Road, ubaneswar–751 014
Sub:	Request for Proposal (RFP) for Selection of Operator(s) for Operation and Management (O&M) of Restaurant cum Beach Shack at Ramchandi Beach Area on Operational Contract Basis.
1.	With reference to the captioned RFP No, dated, I/We (Bidder Name and agency), have examined the RFP document and understood their contents, hereby submit my/ our proposal for the subject RFP. I/ We are applying as a (Sole Bidder).
2.	I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Operator, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3.	This statement is made for the express purpose of our selection as O & M Operator
4.	,,,,,,,,,,,,,,
5.	or require supplementing or authenticate the Proposal. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6.	I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7.	I declare that:
a.	I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
b.	I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
C.	

corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice; and

- I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- 9. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 10. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 11. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
- 12. In the project of my / our being declared as the Selected Bidder, I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 13. I have studied all the Bidding Documents carefully and also surveyed the site(s). We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
- 14. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the captioned Project is not awarded to me or our Proposal is not opened or rejected.
- 15. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.
- 16. I agree and undertake to abide by all the terms and conditions of the RFP document.
- 17. I shall keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
- 18. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,	
Date:	(Signature, name and designation
Place:	of the Authorised signatory)
Name & seal of Bidder	

Annexure -2: Details of Bidder / Operator

<To be submitted on the letter head of the bidder>

- a) Name of the Bidder:
- b) Incorporation (i.e. Company or Partnership)
- c) Registered Office Address with telephone, fax, website and email:
- d) Date of Incorporation (Please attach copy of certificate of incorporation/registration):
- e) Name of the Authorized Signatory:
- f) Designation of Authorized Signatory:
- g) Mobile Number of Authorized Signatory:
- h) E-mail Address:
- i) Fax Number:
- j) GST Registration number:
- k) Average Annual Turnover: (In INR crores)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexure-3: Power of Attorney

Know all men by these presents, We(name of the firm and address of the
registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms
(name),and presently residing
at, who is (presently employed with us and holding the position of, as
our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and
on our behalf, all such acts, deeds and things as are necessary or required in connection with
or incidental to submission of our Bid for the "Selection of Operator(s) for Operation and
Management (O&M) of Restaurant cum Beach Shack at Ramchandi Beach Area on Operational Contract Basis" (Project) proposed to be developed by the Department of
Tourism including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to DoT, presenting us in all matters before DoT, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with DoT in all matters in connection with or relating to or arising out of our bid, for the said Project and / or upon award thereof, to us and / or till the completion of the project.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.
IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20
For
Accepted
(signature)

(Name, Title and Address) of the Attorney

Annexure - 4: Declaration of Non-Blacklisting

(On the Letter Head of the Bidder)

I/We Partner(s)/ Director(s) of M/s	hereby				
certified that, I/we M/s	_ have not been				
blacklisted or debarred by any Ministry/ Departments of Central/	State Government,				
International bodies like United Nations, World Bank or any other o	rganisation/ Funding				
Agencies as on date. I/WE also declare that no criminal proceedings are	e pending against us				
by any Central / Stage Government department / enterprise / corporation	in any courts in India.				
In case the above information found false I/We are fully aware that	t the tender/ contract				
will be rejected / cancelled by DoT, Govt. of Odisha. In addition to the above DoT, Odisha will					
not be responsible to pay the bills for any completed / partially complete	d work.				
Duly signed by the Authorised Signatory of the Bidder					
(Name, Title and Address of the Authorised Signatory)					

Annexure-5: Similar Nature of Projects

SI.	Parameters	Remarks
1.	Project Title	
2.	Project Description	
3.	Location	
4.	Name of Client	
5.	Total value of work order (In Indian Rupees), as applicable	
6.	No. of manpower/experts engaged	
7.	Period of Services rendered by the Bidder (Start date and End date) including no. of tents/ cottages and types.	
8.	Scope of Service	
9.	Other Information relating to Project	
10.	Nature and details of experience in similar field (Please attach relevant documentary evidence)	
11.	Copy of the work order, completion certificate to be submitted	

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Annexure-6: Financial Details of Bidder

SI.	Particulars	FY 2018-19	FY 2019-20	FY 2020-21
1.	Turnover			
1.	(in INR Crore)			
2.	Average Annual Turnover for last 3 years			•
	(in INR Crore)			

- 1. Attach certified copies of audited Balance Sheets, P & L statement and IT Returns for last 3 (Three) years.
- 2. The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.

Signed

Signature of CA/ Statutory Auditors

(Name of the	Authorised Signator	V) ((with seal &	& registration no).)

Place:

Date:

Annexure-7: Financial Proposal

		Date:
То,		
Director Tourism Department of Tourism Paryatan Bhawan, Lew Bhubaneswar–751 014		
	or(s) for Operation and Man t Ramchandi Beach Area on	agement (O&M) of Restaurant Operational Contract Basis
Beach Shack in accordance	with the subject RFP at RAMO	erator for O&M of Restaurant cum CHANDI in accordance with your roposal as per details mentioned
Financial Quote	Figure (in INR)	In Words
For O&M) of Restaurant cum Beach Shack at Ramchandi Beach Area in Lump Sum		
Note: The above quote shall	be <u>exclusive</u> of applicable GS	т
	he proposal validity mentioned	signment and this proposal would in the subject RFP from the last
The financial amount quoted shall remain firm till the comwhatsoever reasons, shall be	pletion of the project. No incr	(Bidder name) ease in the financial amount, for
The Financial Proposal is with	hout any condition.	
Yours faithfully,		
For and on behalf of (Name of	of Bidder)	
Duly signed by the Authoris	sed Signatory of the Bidder	
(Name, Title and Address o	f the Authorised Signatory)	