



**Department of Tourism
Government of Odisha**

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No. 4179 /TSM
TCT-COOD-MISC-0034-2022

Date: 15-04-23

Notice-2

The response to the queries received in the RFP process of "Leasing-cum-Development/Upgradation, Operation & Management of Tourism Properties of Department of Tourism, Government of Odisha" issued vide No.3682, Dtd.21.03.2023 is hereby attached for information of prospective bidders.


15.04.23

Officer on Special Duty

Annexure-I

Sl.	Query	Response/Clarification
Ramada By Wyndham Jamshedpur		
1.	Bidder raised query about the List of properties for Lease.	As per corrigendum no. 3863 dated 27.03.2023. List of Properties for Lease are as follows: a) Yatrivas, Satapada b) Panthanivas, Paradeep c) Panthanivas, Keonjhar d) BN Palace, Paralakhemundi
2.	Whether New Contraction property is available for mortgage in case of bank finance. Lease terms should have clause for the same.	As per Clause 5.14 of the published RFP: "Selected bidders may obtain finance from financial institutions through suitable debt to comply with their obligation under the Minimum Development Obligation and any further development in the leased property. The financial institutions may be given a right of substitution by execution of the Substitution Agreement."
3.	Bidder raised following queries related to BN Palace, Paralakhemundi:	
	I. Modification and redesign the rooms	As per Clause 2.1.2.1 of the RFP:
	II. Construction of Cottages / Temporary Structure to increase inventory	"For BN Palace, the lessee shall develop the property into a Heritage Hotel without compromising the heritage nature of the property and in compliance with the norms specified in Guidelines for Classification of Heritage Hotels issued by Ministry of Tourism, Govt. of India. The construction of any new component shall be in compliance with the prevailing by-laws and other regulatory frameworks being stipulated by various governing authorities and development authorities from time to time over the construction phase/Minimum Development Obligation Period. All planning, designing and other interventions shall be done with prior approval from DoT, or a DoT appointed committee."
	III. Landscaping	As per Clause 2.1.20.5. of the RFP: It is the responsibility of operator to- "Maintain overall environment of the property, without disturbing the local flora & fauna, through well-developed landscaping of green areas, drainage system, lighting system etc."

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IV. Open space	As per Table -2 of the published RFP and subsequent corrigendum.
V. Loud Music	As per Clause 2.1.16 of the published RFP: "Lessee shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/dangerous materials during execution of the Project. Lessee shall follow the building bye laws and regulations of the nearest Urban Area for additional construction/ development in case the Property is in Rural Area. Further, Lessee shall ensure non-violation of all applicable environmental standards and pollution control norms as laid down by Central/ State Pollution Control Board and other Government Agencies."
VI. Blueprint of BN Palace	All the layout plans, site images etc. available with DoT has been uploaded in the Google Drive and link for the same is provided in Page 6 of the RFP.
VII. Bar License	It is the responsibility of the operator to obtain bar license as per the policy of Excise Dept.
VIII. Responsibility of construction of incomplete Boundary Wall	The selected bidder (hereinafter referred to as "Lessee") shall be handed over the movable and immovable assets ("Project Assets") at the respective properties on "as is where is" basis

Empires Hotel Bhubaneswar

1. The bidder raised the following queries:	
I. Retention of existing staff of the bidding properties	As per Clause 1.1 of the RFP: "DoT proposes to develop/upgrade, operate, maintain, and manage the selected properties, as given in Table 2, under Public Private Partnership mode (the "Project"), without transfer of any manpower from DoT."
II. Demolition of existing structure allowed or not	As per Clause 2.1.2 of the RFP: "Lessee, if required, may demolish a part or whole of the property, other than BN Palace Paralakhemundi, for re-development purposes with prior approval from DoT."
III. Operational experience is required for bidding or not	As per the Clause 3 and Clause 5 of the published RFP.
IV. Govt incentive available for these projects or not	As per Clause 2.2.2 of the RFP: "Lessor shall provide incentives as per applicable Tourism Policy for capital investments made over and above that prescribed in the Minimum

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		Development Obligation, upon application through the single window. The definition of 'Expansion Project' in the Tourism Policy shall be applicable"
V.	Required license are there to run the property or to be taken afresh	Lessee shall obtain and maintain all applicable permits, in conformity with the applicable laws and in compliance therewith.
VI.	Bar allowed for these properties or not	Bar is allowed for the property. However, Lessee shall obtain and maintain all applicable permits, in conformity with the applicable laws and in compliance therewith.
VII.	Power supply available or to be taken	All the properties are operational except B.N. Place, Paralakhemundi which is under the custody of DoT. Bidders are advised to undertake site visit to ascertain the present conditions of each property.
VIII.	Renaming of the property	Renaming of property is allowed. However, prior approval of DoT will be required. Lessee shall be responsible for the co-branding of the property, after obtaining approval from DoT.

Rivaah Resort & Banquet

1. The bidder raised the following queries:		
I.	As per RFP 2.4.1- I couldn't find para 5.9.4 in the RFP document according to which the upfront fee is supposed to be calculated?	Highest Upfront Payment to the Lessor shall be the financial bid parameter for Award of the Rights of Development, Augmentation, Upgradation, Operation & Maintenance of the Project. Upfront Fee shall be payable to the Lessor by the Lessee as per Clause 5.13.4 of the RFP. GST shall be paid extra on Upfront Payment by Lessee at applicable rate.
II.	The rental charges would be decided by the government, or we can charge ourselves and make amendments with time depending on other factors?	Operators are free to decide the rental / user charges.
III.	Can we make the required changes in the construction according to us like new rooms, new floor, new kitchen etc.?	As per Clause 2.1.1 of the published RFP: "Lessee shall design, redevelop, upgrade, augment, finance, manage, market, operate, maintain, and repair/ refurbish the Property and Project Assets at its own cost and expense in accordance with the provisions of this RFP, standards and specifications, applicable laws, terms of applicable permits and good industry practices."
IV.	As it is an old property (BN Place) while using it, if any major damage occurs to the building which is natural then will we be responsible?	Clause as published in the RFP shall prevail: Cl. 2.1.11. Lessee shall maintain requisite insurance of the property wherein both the parties can be beneficiary in accordance with the investment. Lessee shall ensure that there is no damage or loss to

	Property, Project Assets, and developed project facilities like sanitation, sewage treatment plant and disposal, drainage, solid and hazardous waste disposal, effluent treatment plant and disposal and other utilities and facilities (hereinafter referred to as "Project Facilities") Cl. 2.1.2.1. For BN Palace, the lessee shall develop the property into a Heritage Hotel without compromising the heritage nature of the property and in compliance with the norms specified in Guidelines for Classification of Heritage Hotels issued by Ministry of Tourism, Govt. of India. The construction of any new component shall be in compliance with the prevailing by-laws and other regulatory frameworks being stipulated by various governing authorities and development authorities from time to time over the construction phase/Minimum Development Obligation Period. All planning, designing and other interventions shall be done with prior approval from DoT, or a DoT appointed committee.
QHexa Multi Ventures	
1. The bidder raised the following queries:	
I. Quantum of land	The quantum of land is as per Table 2 of the published RFP and subsequent RFP.
II. FAR /FSI permissible	As per Clause 2.1.16 of the published RFP: "Lessee shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/dangerous materials during execution of the Project. Lessee shall follow the building bye laws and regulations of the nearest Urban Area for additional construction/ development in case the Property is in Rural Area. Further, Lessee shall ensure non-violation of all applicable environmental standards and pollution control norms as laid down by Central/ State Pollution Control Board and other Government Agencies."
III. Land docs	Land related documents available with DoT has been uploaded in the Google Drive and link for the same is provided in Page 6 of the RFP.
Birendra Hotels & Banquet Pvt. Ltd.	
1. We request for clarification regarding Net Worth. In the RFP only Net worth of Company or LLP is the requirement criteria. It does not include the directors/partners net worth.	No change

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	We request to include the directors/Partners Net worth because they will arrange the finance and run the business.	
Gupta Power Infrastructure Limited		
1.	The bidder is requesting for the following changes:	
	I. Form-2, Clause-5: "Company profile (include background of company, organization structure, background of promoters, business of company, years in similar line of business experience , and details of current activities). The bidder is requesting to consider experience of other sectors as well.	No change
	II. FORM-2, Clause-11: "Nature & details of experience in similar field" The bidder is requesting to consider experience in other sectors as well.	No Change
Hotel Ankita		
1.	I. The bidder is requesting to consider Net Worth as on 31.03.2023 instead of 31.03.2022	No Change
	II. The bidder is requesting to allow proprietorship firm to be eligible.	No Change.
Arion Hospitality		
1.	The bidder raised the following queries related to B.N. Place, Paralakhemundi:	
	I. What happens if tenders don't meet the stated financial minimum revenue requirements? Can we still apply for the tender?	Minimum Net Worth requirement shall be as published in the RFP (Table – 5).
	II. Is the scope of the Minimum Development Obligation limited to the activities mentioned in the tender, or can we do additional work beyond just developing rooms?	Minimum Development Obligations essentially mean requirements to be met by the preferred bidder (at it own cost) in implementation of the project. Lessee may at its own cost design, redevelop, upgrade, augment and repair/ refurbish the Property and Project Assets with prior approval of DoT.







III.	Can the upfront fee payment duration be increased beyond the three-installment mentioned in the tender document?	No change. Payment of Upfront fee to be done as per Clause 5.13.4 of the RFP.
IV.	Can the property be utilized for activities beyond hospitality, such as creating hospitality schools or other community development initiatives?	The Property, Project Assets and Project Facilities under consideration shall be used only for providing hospitality/ tourism services.
V.	Can tenderers include third-party services that run on top of their infrastructure?	The Lessee would be permitted to sub-contract / franchise activities related to the Project. In the event of such sub-contracting or franchise agreement with any other agency, a copy of the agreement must be submitted to DoT, for its records within 30 days of signing of such agreement. However, at all times, the Lessee would be responsible for discharging its obligations under this Agreement with DoT, without any reference to any other party operating the premises. Sub-leasing of the Project Site / Project Assets / Project Facilities by the Lessee is not permitted.
VI.	Considering that the property is currently non-operational, are there any additional benefits or allowances that a lessee may be eligible for from the government? If so, what conditions must be met to qualify for such benefits?	No Change
VII.	Can we get a 24-month extension instead of the stated 36 months to reach the 50-room target?	No Change
VIII.	If we participate in the bidding process and do not win the bid, will the Bid Security Deposit be refunded to us, and if so, what is the process for obtaining the refund?	As per Clause 3.3.2 of the RFP: "Unsuccessful bidder's EMD will be discharged/ returned within 45 days from the date of execution of the agreement between DoT and the preferred bidder. No interest will be paid on EMD"
IX.	Can you provide a list of resources and amenities that will be taken over along with BN Palace?	All the details available with DoT has been uploaded on the Google Drive and the link of the same is provided in page no. 6 of the RFP. However, bidders are advised to undertake site visit to ascertain for themselves the existing conditions of the property.
X.	Can the compliance norms specified in Guidelines for Classification of Heritage Hotels issued by the Ministry of Tourism, Gov of India, be provided?	Bidders are advised to visit the website of Ministry of Tourism, GoI to access the updated guidelines.

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	XI. Can new infrastructure be built in other parts of the property (B N Palace)?	Yes. Lessee may create new infrastructure on the property at its own cost and after obtaining approval of DoT.
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