

EXPRESSION OF INTEREST FOR OPERATION AND MANAGEMENT OF SWIMMING POOL COMPLEX AT UMC COMPOUND UNDER UJJAIN SMART CITY LIMITED ON PUBLIC PRIVATE PARTNERSHIP (PPP)

No. USCL / 10

TENDER ID :- 2019_UAD_36031_1

Date: 3 JULY 2019

Ujjain Smart City Limited (USCL), a Govt. of Madhya Pradesh undertaking, invites Expression of Interest (EOIs) for pre-qualification of Agency (Sole/Association/Consortium/Joint Ventures) for the following works:-

Scope of Work:

- (i) Operation and Management of Swimming Pool Complex (the 'facility') at UMC Compound under Ujjain Smart City Limited on Public Private Partnership (PPP) basis for a concession period of 10 years (extendable). (For details refer brief Terms of Reference attached)

Pre-requisite for Participating Agencies:

- (i) Applicant agency should have been in operation in India for at least 5 years after registration.
- (ii) Average annual turnover of the agency for the last three financial years should be greater than or equal to Rs. 5.00 Crores.
- (iii) Agencies having at least 5 years experience for Operation and Management of Swimming Pool Complex/ Water Sports Facilities/ Indoor Stadium/ Club Houses with Sport Facilities/ Sports Complex or such facility of similar nature/magnitude.

Submission Details:

Expression of Interest (EOI) may be submitted by such agencies, which have undertaken similar work in above area. Firms are required to submit comprehensive document outlining the details. The document shall include:

1. **Section 1:** Transmittal Letter;
2. **Section 2:** Summary Sheet (**Annexure 1**);
3. **Section 3:** Relevant Experience Details for last 5 years (**Annexure 2**); and
4. **Section 4:** Agency's Profile showing Organisation details, Certifications, Competence and Strengths, etc. (**Annexure 3**)

The EOI and accompanying requisite documents must be delivered from **3rd July 2019** onward but no later than 15:00 hrs on **25th July 2019** in sealed envelope clearly labelled "EOI for Operation and Management of Swimming Pool Complex at UMC Compound under Ujjain Smart City Limited on Public Private Partnership (PPP) basis" to the address given below.

Ujjain Smart City Limited (USCL)

Simhastha Mela Office, Kothi Road, Ujjain (M.P.) – 456010

Tel:+91 734 2525856; Email: ujjainsmartcity@gmail.com

The EOI proposals shall be opened on the same day at 15:30 Hrs. Prospective applicants are requested also to make a power-point presentation on proposals on the same day at 16:30 Hrs at Meeting Hall, of Ujjain Smart City Limited. The applicant agencies shall present the methodology for operation and management of the facility along with possible options during the presentation. USCL reserves the right to accept or reject any application or whole process without assigning any reason whatsoever. The suggestions/feedback received during EOI process will be incorporated in the RFP Document. For additional information/ clarification, please contact at above address. The Submission Requirements (Annexure 1 & 2), Eligibility & Pre-qualification Criteria (Appendix-A) and other Brief Terms of Reference (Appendix-B) can be downloaded from <http://www.mptenders.gov.in/>.

**Executive Director,
Ujjain Smart City Ltd.**

ANNEXURE 1: SUMMARY SHEET

Name of the Applicant	
Year of Establishment	
Number of Offices (India and Abroad)	
ISO Certification (Yes/No)	
Address of Head Office	
Authorised Contact Person	
Name of Associated Agency(s)/Consortium/ Joint Venture, if any	
Financial Turnover* in last three years (Rs. in Crores) Year 2018-19: Year 2017-18: Year 2016-17: Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed	
Net Worth* (Positive/Negative) *(total assets - total liabilities)	
Available Working Capital (Rs. in Crores)	
Number of Full Time Staff Key Professionals:	
Any Award or Felicitation received by your Agency	
Any Other Relevant Details	

ANNEXURE 2: DETAILS OF SIMILAR ASSIGNMENTS CARRIED OUT IN THE LAST FIVE YEARS WITH BEST ILLUSTRATED QUALIFICATIONS

[The Following information should be provided in the format below for each reference assignment for which your Agency, either individually as a corporate entity or as one of the major companies within a consortium/joint venture, was legally contracted by the client.]

Assignment Name :	
Country/State	
Location within Country :	
Name of the Client :	
Address :	
Start date (Month/Year) Completion Date (Month/ Year)	
Value of Contract (Rupees in Crores)	
Name of Associated Agency (s) if any :	
Nature of Work Done by Associated Agency (s):	
Name of Senior Staff (Director / Coordinator, Operations Manager) Involved and function performed.	
Brief Description of Assignment :	
Description of Actual Work Done by your Agency:	

ANNEXURE 3: AGENCY’S PROFILE SHOWING ORGANISATION DETAILS, CERTIFICATIONS, COMPETENCE AND STRENGTHS, ETC.

Please provide relevant project information in Section E below.

A. Technical Competence

Cross-referencing from your profile assignments (Annexure 2), highlight the technical qualifications of your entity/consortium/association/joint-venture in undertaking similar assignments. Provide details of past experiences working with similar project authorities.

B. Geographical Experience

Cross-referencing from your profile assignments (Annexure 2), present experiences in similar geographic areas.

C. Management Competence (Please answer each question in one paragraph of 3-5 sentences)

1. Describe standard policies, procedures, and practices that your entity has to assure quality interaction with clients and outputs. Please state if your company is ISO certified.

2. How will your entity/consortium/association/joint-venture handle complaints concerning the performance or quality for this assignment? What internal controls are in place to address and resolve complaints?

3. How will you ensure the quality of your entity/consortium/association/joint-venture’s performance over the life of this assignment?

4. Describe standard policies, procedures and practices that your entity/consortium/association/joint-venture has put in place to avoid changes/replacements of key-personnel and to ensure their continuity once contracted.

5. Describe what social protection practices you have in place to safeguard the well-being of your proposed key-persons? Specifically describe arrangements you have in place for medical, accident, and life insurance coverage during the assignment.

D. Other Information (maximum of 500 words)

E. Comments on Terms of Reference

F. Key Considerations in approaching this assignment (no more than 1,000 words summarizing approach and methodology)

G. Key Persons

List of Key persons proposed to be deployed on this assignment. Attach CV of each key person.

SN	Name	Position/Title	Contact Details
1		Task Team Leader	
2		Operations Head	
3		Marketing Head	
4		Sports Incharge	
5		Clubhouse Incharge	

**OPERATION AND MANAGEMENT OF SWIMMING POOL COMPLEX AT UMC COMPOUND
UNDER UJJAIN SMART CITY LIMITED ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS-
Appendix-A: Eligibility and Qualification Criteria**

1. Eligibility

- 1.1 An Applicant may be a natural person, private entity, government-owned entity. Associations, Consortiums, Joint ventures (JV) are allowed, JV agreement or Memorandum of Understanding will be submitted with the EOI. In the case of a JV:
- (i) all partners shall be jointly and severally liable, and
 - (ii) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 1.2 **Conflict of Interest:** The Applicant (all partners in case of JV) should not have any conflicts of interest. It will be considered a conflict of interest in a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance etc. The Applicants found to have a conflict of interest shall be disqualified. The Applicant may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (i) have controlling shareholders in common; or
 - (ii) receive or have received any direct or indirect subsidy from any of them; or
 - (iii) have the same legal representative for purposes of this EOI; or
 - (iv) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the EOI of another Applicant, or influence the decisions of the USCL regarding this EOI process; or
 - (v) an Applicant participates in more than one EOI in this process. Participation by a Applicant in more than one proposal will result in the disqualification of all the proposals in which it is involved. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Applicant, in more than one EOI; or
 - (vi) an Applicant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the EOI.
 - (vii) Neither the Applicant nor any of the his personnel shall engage in any personnel, business or professional activity which conflicts or could conflict with any of their obligation in relation to the contract. Applicant will disclose in their proposal of any circumstances, including personnel, financial and business activities that will or might give rise to a conflict of interest; this includes any sub-contractor, if they were awarded this contract. Where contractor identify any potential conflicts they will state how they intend to avoid such conflicts. The USCL will reserve right to reject any proposal which, in his opinion gives rise, or potentially give rise to, a conflict of interest.
- 1.3 **Government-owned Entity:** Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law,

and that they are not a dependent agency of the USCL.

- 1.4 **Sanction list:** Applicant (all partners in case of JV) should not be under sanction list of Urban Development and Housing Department of Government of Madhya Pradesh. An Agency, that is under a declaration of ineligibility (blacklisting) by the USCL, at the date of the deadline for bid submission or thereafter, shall be disqualified. Applicants shall provide such evidence of their continued eligibility satisfactory to the USCL, as the USCL shall reasonably request.

2.0 Qualification

2.1 Financial Criteria

- (a) **Annual Turnover:** The Applicant's average annual turnover for the last three (3) financial years should be at least INR 5,00,00,000/- (Rupees Five Crores only). Annual turnover is total certified payments received for contracts in progress or completed during the financial year. In case of JV, each partner should meet at least 25% of total requirement. All partners combined should meet total requirement.
- (b) **Net-worth:** Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.
- (c) **Availability of Financial Resources:** The Applicant must demonstrate access to, or availability of, financial resources in form of working capital such as liquid assets, lines of credit from a reputed Bank etc, to meet the cash-flow requirement of INR 2,00,00,000/- (Rupees Two Crores only) In case of JV, each partner should meet at least 25% of total requirement. All partners combined should meet total requirement.

For above, the Applicant (all partners in case of JV) is to submit audited balance sheets of their financial turn over/ accounts for the last three (3) financial years, along with the EOI. Where necessary the USCL will make enquiries with the Applicant's Bankers.

2.2 Experience Criteria

- (a) **General Experience:** The Applicant (all partners of JV in case of JV) should have experience under similar services in contracts in the role of contractor or subcontractor for at least the last five years prior to the applications submission deadline.
- (b) **Specific Experience:** The Applicant (one or all the partners in case of JV) as main contractor or subcontractor should have successfully completed at-least two similar nature contract for Operation and Management of Swimming Pool Complex/ Water Sports Facilities/ Indoor Stadium/ Club Houses with Sport Facilities/ Sports Complex or such facility of similar nature/magnitude over a period of last five years ending on deadline for EOI submission anywhere the country/abroad.

In support of above experience criteria, the Applicant shall submit the documents and information, which will include interalia, the copy of contract/ work order, completion certificate, reference on past performance etc, required to demonstrate that the Applicant meets the above requirements.

2.3 Personnel

The Applicant must demonstrate that it has the personnel for the key positions that meet the project requirements:

No.	Name of Key Persons	Position/Title	Total Work Experience	Experience In Similar Works

2.4 Equipment

The Applicant must demonstrate that it has the key equipment to carry out the work satisfactorily:

No.	Equipment Type and Characteristics	Numbers

If any Applicant does not have required quantities of above equipments presently; should provide an undertaking that he will arrange the requisite numbers of equipment for satisfactory performance of the services, within 2 months of award of work along with manufacturer/supplier's certificate.

OPERATION AND MANAGEMENT OF SWIMMING POOL COMPLEX AT UMC COMPOUND UNDER UJJAIN SMART CITY LIMITED ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS – APPENDIX B: BRIEF TERMS OF REFERENCE

Project Background:

Swimming pool area is located to the north of Ujjain city along State highway 27 connecting Indore and Agar. The site falls under the jurisdiction of Ujjain Nagar Nigam ward no 19. It is surrounded with varied and mixed form of development having residential, commercial and Public & Semi-Public footprints. The Swimming pool area serves as a strategic location for development due to its proximity to the CBD area and major transit nodes, making it an expedience. The project is being developed in two phases: –

Phase – I (Expected date of completion: August 2019):

The Phase-I comprise of Construction of Olympic size Swimming Pool(50mx 25m) with Kids Pool (12m x 10m). The construction is in full swing through civil contractor and the facility shall be available for operation by end of August 2019.

Phase – II (Expected date of completion: September 2020):

The Phase-II comprise of Construction of Diving Pool (25m. x 20m), Warm up Pool (25m x 13 m), Leisure Pool (approximately 23m x15m, size varies as per design) construction of a club house type facility that would include a restaurant, gymnasium, meeting rooms, indoor play area, spa with sauna, massage rooms, Jacuzzi, etc., changing rooms with showers, Administration/Office area, landscaping, state-of-the-art outdoor playing courts such as Basketball, Tennis courts, etc. with 7m high protective fencing. The construction has commenced recently through civil contractor and the facility shall be available for operation by September 2020.

Maintenance of the Facility

Following maintenance provisions have been incorporated for a period of 5 years in the contract agreement of the contractors of both phases. Operation and maintenance by the contractor's shall not include the metered electricity charges. This shall be paid by the concessionaire.

Swimming Pool – I

The contractor will do the operation and maintenance of the swimming pool for 5 years as below –

- a) Manpower to run the swimming pool.
- b) Maintenance of equipment's and machines including consumable items.
- c) Chemicals required for maintenance of swimming pool.
- d) Two security guards round the clock throughout the maintenance period of 5 years.
- e) Operation and maintenance charge shall be paid monthly on pro-rata basis as the rate quoted by the contractor for that particular year.

Swimming Pool – II

The contractor will do the operation and maintenance of the Diving Pool, Warm up Pool and Leisure Pool for 5 years as below -

- a) Operating, cleaning, maintaining and ensuring safety measures of swimming pools.
- b) Manpower to run the each swimming pool like pool Manager/Supervisor, coach/instructors/trainers, life guards, pool cleaners/section sweepers and plant operator. Two

security guards round the clock throughout the maintenance period.

- c) The contractor has to maintain all the required registers, visitors book etc and same shall be submitted for checking to the authorized representative
- d) Maintenance of equipment's and machines including consumable items.
- e) Chemicals required for maintenance of swimming pool (as per guidelines issued by FINA/Swimming Federation of India) and all other safety equipment like life jackets, swimming rings etc as instructed and approved. After dosing, the parameters should be re-checked and a record of residual chlorine and pH should be maintained in the logbook. The water quality in the pool shall be maintained as per standards issued by BIS.
- f) Housekeeping of the area, which includes cleanliness of the overall campus area including washrooms, sauna bath/Jacuzzi, tennis court, badminton courts etc along with required consumables etc.
- g) Water shall be supplied by authority /UMC.
- h) Operation and maintenance charge shall be paid monthly on pro-rata basis as the rate quoted by the contractor for that particular year.

Broad scope of work

Broad scope of work for selected concessionaire shall include the following but not limited to:-

- a) **Operation and Management:** The Selected concessionaire is required to undertake operations and management of the complex. The USCL will transfer "Right to Use" to concessionaire for these assets, infrastructure and related services, including equipment/spares related to swimming pool for the concession period of 10 (ten) years (extendable). The concessionaire shall submit detailed Operation and Management Plan, Resource Mobilization Plan to USCL for approval.
- b) Liaison with schools, colleges, universities and sports clubs for organizing state, national, international swimming pool events and arranging tie-up with the hotels for stay arrangements.
- c) Planning optimal use of swimming pool complex with participation of students and training programme.
- d) Promoting membership of the club house among residents of Ujjain review interested people for admission as per USCL guidelines.
- e) **Facility Maintenance:** The concessionaire would be required to discharge its obligations as per best industry standards. The proposed manpower of required skills shall be arranged by concessionaire for the concession period of 10 (ten) years on his own cost. The cost of utilities such as telephone and other operating costs will be borne by the concessionaire (excluding electricity and water). Periodic upkeep, maintenance and repairs of the structure, electrical and mechanical equipment and audio-visual content will be coordinated with contractor for five

years and then taken over and carried out by the for remaining concession period. All other major repairs and replacement of electrical and mechanical equipment shall be carried out by USCL after 5 years of contract agreement period for both phases separately.

- f) Following services are included in the facility management -
- (i) **Facility Management Mechanized Housekeeping:** Providing facility management service at swimming pool complex (complex and open premises including the parking area) by Sweeping, Scrubbing, Buffing, Vacuum Cleaning, Pressure Washing, etc. as per frequency of cleaning chart by using various machines, including using chemicals, toiletries and consumables etc. as per general conditions, additional conditionals and special conditions etc. complete. The concessionaire shall be responsible for Full range of cleaning/housekeeping activities; Kitchen and restaurant; Food and beverages service; Minor maintenance service; Provision of adequate supplies of linen and toiletries and other consumables; Operation of facilities inclusive of the business centre, customer service centre, etc.; Potable Water Supply; Septage Management; and Pest Control & Garbage Management. Landscaping & Garden Maintenance: Landscaping and maintenance of garden/green areas including cleaning and sweeping, removal of weeds, application of soil, manure and chemical fertilizers, cutting of hedges, shrubs, trees, moving of lawn mower, daily watering to total garden etc.
 - (ii) **Customer Service Help Desk:** The concessionaire shall establish and maintain required level of Customer Service - Helpdesk related to inquiries related to the facility services. This will be measured objectively based on the customer feedback received as per the criteria laid down in the Key Performance Indicators in the Agreement. The Help Desk would be operational all seven days. The persons attending Help Desk should be well conversant with English and Hindi necessarily.
 - (iii) **Prohibitions:** Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the concessionaire is totally banned within the facility area
- g) **Revenue Generation:** The Operator will be responsible for generation of revenues through the following revenue streams. The tariffs/rates would be got approved by USCL which would be kept low initially to attract the tourist and can be enhanced based on response. Annual escalation in tariffs/rates will be approved by USCL.
- (i) **Club membership fee:** One time club membership fee will be decided in consultation with governing council and will be kept initially low to attract members. The membership fee can be increased in stages after attaining a predefined target of members. The 20% of club membership fee will be released to the concessionaire. The selected concessionaire will

follow due process in the selection of members and will take approval of governing council while admitting members to the clubhouse. The membership fee for government officials and public servants will be decided by governing council.

- (ii) **Levy of Entry Fee:** The concessionaire will be required levy of entry fee which is intended to recover part of minimum operational and up-keeping expenses of the entire facilities. The operator will submit the proposal for levy entry fee with detailed fee structure for different category of visitors.
- (iii) **Parking Fee:** The operator will be entitled to levy parking fee for visitors vehicles and buses. The rates for parking shall be decided for different category of vehicles and approved by USCL.
- (iv) **Levy of Tariffs for Using Sports Facilities:** The Operator will be required levy tariffs for using various sports facilities. The indicative tariff structure for different category of sports in the complex.
- (v) **Revenue from leasing of cafeteria/kiosks and other facilities:** The Operator would have option to lease out designated areas for facilities like Jacuzzi, cafeteria, kiosks etc. The lease rentals will be as per the current market rentals and be mutually decided between the concessionaire and sub operator for that facility. The operator shall indemnify USCL while subleasing, so that the sublease shall come to an end automatically when the lease period of the selected Operator comes to an end. In any case the lease period of any sublease shall not be more than the period of the lease given to the selected Operator.
- (vi) **Events & Exhibitions:** The Operator will be allowed to hold events and exhibition at pre-designated spaces. The events and exhibitions will be related to cultural and tourism related and will have prior approval from USCL.
- h) **Branding:**The concessionaire will have the rights to display their own corporate logos and corporate advertisements at pre-designated locations approved by USCL. The concessionaire will also be required to accommodate USCL's display materials in pre-designated locations.
- i) **Revenue Sharing:**The concessionaire shall share the revenue with USCL during the Term of the Contract. This amount shall be a Fixed Component and a percentage of gross Revenue earned by the concessionaire as reflected in the Financial Proposal of the Successful Applicant for each year of operation. In lieu operational & management rights of the facilities, the Operator shall provide an Annual License fee which shall be escalated at 5% per annum over previous year's fee.
- j) All types of taxes, as applicable from time to time, are to be borne by the concessionaire for all the activities.
- k) **Brand Building and Marketing:** The concessionaire shall undertake the required brand building,

advertising and marketing activities across multiple media channels in order to facilitate visitors/tourists footfall and high occupancy rates and optimal use of adventure sports activities.

- I) **Key Performance Indicators:** The concessionaire, in consultation with USCL, will develop Key Performance Indicators (KPIs) related to Customer Service and Branding of USCL/Facilities under the project. USCL will review the KPIs on regular basis and the concessionaire will take necessary measures for improvement of performance.