

Request for Proposal (RFP) For

Selection of an Agency for Operation & Maintenance of NMT-1 (Bhatkhande Sangeet Vidhyalaya to Old bus stand), NMT-2 (Old bus stand to Old Jyoti talkies) and NMT-3 (Deshbandhu Complex to Ghantaghar) developed by Jabalpur Smart City Limited, Jabalpur 1st Call



RFP No. – JSCL/2025/75/ADM/05

Dated- 29.01.2025

**Jabalpur Smart City Limited (JSCL) Manas Bhawan, Wright
Town, Jabalpur, Madhya Pradesh - 482002**

Website: <http://iscliabjalpur.org>

Disclaimer

The information contained in this RFP document or subsequently provided to Bidders, 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 Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the authority to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders 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 therein.

The authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 bidder upon the statements contained in this RFP. 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 RFP.

The issue of this RFP does not imply that the authority is bound to select a bidder or to appoint the selected bidder, as the case may be, for 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 bidder 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 bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the proposal, regardless of the conduct or outcome of selection process.

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1. BACKGROUND AND SCOPE OF WORK

The Jabalpur Smart City Limited (JSCL) herein known as “Authority” invites online proposals for “Selection of an Agency for Operation & Maintenance of NMT-1 (Bhatkhande Sangeet Vidhyalaya to Old bus stand) , NMT-2 (Old bus stand to Old Jyoti talkies) and NMT-3 (Deshbandhu Complex to Ghantaghar) developed by Jabalpur Smart City Limited, Jabalpur” from eligible bidders having operation and maintenance (O&M) experience and as a part of this endeavor, the Authority has decided to appoint an Agency/ Firm/ Concessionaire/ Individual/ Hospitality Operators/ Company/ Partnership firm/ other legal entity incorporated/established as per the applicable laws of the country of its origin or any bidder having license from Municipal Corporation / FSSAI or any other Govt. agency to run restaurant business or any other activities as mentioned in this RFP are eligible to apply to Operation & Maintenance of NMT-1 ,NMT-2 & NMT -3 Recreation Area developed by Jabalpur Smart City Limited.

2. Scope of Work

Jabalpur Smart City has created a recreational area with walkways, greenery, seating areas etc. for the citizens in NMT-1 (Bhatkhande Sangeet Vidhyalaya to Old bus stand), NMT-2 (Old bus stand to Old Jyoti talkies) and NMT-3 (Deshbandhu Complex to Ghantaghar) which is located in the centre of the city, where citizens can come and spend quality time with their families in a clean environment. Jabalpur Smart City has made arrangements for walkway, landscaping/plantations and lighting through both NMTs.

The ‘Non-Motorized Transit’ initiative aims to add value to the Area Based Development (ABD) part of the Jabalpur Smart City by means of bringing in visual and utilitarian changes in existing Area.

The primary objective is to increase the recognition of NMT as one of the key transport modes and essential component of public transport.

- Increase the recognition of walking and cycling in transport, planning, design, and infrastructure provision;
- Provide safe infrastructure for pedestrians and cyclists;
- Mainstream resources for walking and cycling in agencies’ financial planning;
- Develop and adopt universal design standards that provide for access to all sectors of the community; and
- Improve regulation and enforcement to enhance safety for pedestrians and cyclists

The NMT shall be designed to promote the hierarchy considering the pedestrians, second non- motorized transport, third the last mile connectivity. The NMT over Omti Nala is a unique opportunity to create cross sectional connectivity along the Omti nala from Madan Mahal to Ghanta Ghar. It shall be a complete non-motorized street with barrier free designs for pedestrians.

The scope of the project is to provide overlay design for the existing Omti Nala with the detailed strip plan, junction designs of the NMT corridor, footpath design, cycle lane design and estimate of the whole project. The Omti Nala is already covered with concrete but need to include the sewerage into the existing Storm water drain to include the sewerage. The streets will include the landscaping to improve the aesthetics and connectivity through a dedicated green corridor.

Most of the major storm water drains of Jabalpur are covered by RCC BOX culverts under JNNURM Projects. Omti Nala one of the major drain crossing the ABD Area of Jabalpur Smart City is also covered by RCC Box Culvert. After Study and analysis it was found the found that from Ghantaghar location to Madan Mahal railway Station the covered Box Section of Omti Nala can be used as NMT lane which will reduce the traffic congestion of road from Ghantaghar to Madan Mahal Station via Jyoti Talkies, Teen Patti, Bus stand etc.

Once, a backyard drain crossing the Smart City Area of the Jabalpur can be developed as Non- Motorized Transit corridor, creating a city level recreational zone as well as activity area.

Design Elements

The Consultants has focus on several design elements while planning the Non-Motorized Transit network. The key design components of this project are utility duct, cycle tracks, walkways, drainage, officially-designated parking, access management, street furnishing, streetscaping/landscaping, room for utilities, and quality of workmanship. Junction design is critical for safety and movement. A brief description of each element is followed

1. Utility Duct: The design will consists of utility duct which will facilitate various connections like power, OFC and future provisions of any expansions for cables/wires.
2. Drainage: Critical to the success of the project, good drainage will eliminate a major obstacle to comfort and attractiveness: standing water and splashing from passing traffic. A reduced curbs height makes the cycle tracks and walkways more accessible and inviting, and it helps with driveway and access design.
3. Cycle tracks: Separation creates a more attractive environment for cyclists; elevation makes cyclists more visible to motorists.
4. Walkways: Pedestrians need a clear, obstacle-free area with a smooth surface Property access: Multiple poorly designed accesses to private property create obstacles for walkers; they also create inefficient access and drainage problems for adjacent properties.
5. Streetscaping/landscaping: Street/landscaping provides opportunities for beautification and for stakeholders to express their creativity and imagination, adding spontaneity and charm to the street.
6. Street Furnishing: Street furniture's are important part of the urban street design which consists of various furniture's like dustbins, sitting areas etc.
7. Quality of workmanship: All of the recommendations are accepted practices that have proven successful elsewhere and will improve the quality of the experience or users, but only on the condition they are well-constructed and maintained. NMT users have very little tolerance for uneven surfaces, so the final product depends on contractors and inspectors being conscientious and understanding the end-users' needs.
8. Junction and midblock crossing design: Most crashes occur at junctions, and most of those involve turning movements. Junctions are also where most traffic back-ups occur. Junction designs must carefully balance safety for all users and capacity.
9. Midblock crossing design: Long distances between junctions limit crossing opportunities, so it is also vital to provide

The 'Operation & Maintenance' (O&M) of 'NMT-1, NMT-2 and NMT-3 Recreational Area' shall be outsourced to an experienced and technically capable Agency.

The proposed 'O&M Contract' is packaged with some feasible revenue generation components such as Food/Daily Need kiosks in the available selected vacant land within the premises, which shall become financially viable for the selected 'O&M Agency (bidder)'. 'Prefabricated Kiosks' are proposed for locating "Food/Daily Need/Mike/Ice crème kiosk or similar activities" in the vacant land, as considerable 'Revenue Generating Mode' for achieving the financial viability for the selected 'O&M Agency (bidder)'. The proposed Prefabricated Kiosks shall have aesthetically designed Architectural Elements & Eco friendly. The selected O&M Agency should take the approval of kiosks location & design by the authority before the installation.

The selected "O&M Agency (bidder)" can develop their own innovative and unique concepts to promote these area without disturbing the values of these places and shall be authorized to Market & Promote the recreational area. The selected "O&M Agency (bidder)" will have to maintain and operate the peripheral landscaping, plantation, pathway, decorative illumination & lighting (With electricity expenditure), seating area and green space.

Prefabricated Kiosks are proposed for locating kiosks in the identified vacant land available in the recreation area, as a considerable Revenue Generating Model for achieving desired financial viability for the selected O&M Agency (bidder). The proposed Prefabricated Kiosks shall have aesthetically designed Architectural Elements & Flavour with NMT recreational area. The selected O&M Agency should take the approval of kiosks design by the authority before the installation.

Beautification & temporary structure of property, if any required, shall be done by "O&M Agency (bidder)" at his own cost and that will be the asset of the Department. The operator shall obtain all the licenses, permission and approvals from concerned authorities required to operate and manage the recreation area developed by Jabalpur Smart City Limited. Cost of obtaining such license shall be borne by the operator.

Table no. 1
Details and important dates:

NIT issue date	29/01/2025
Pre bid meeting	10/02/2025
Last Date and time for submission of queries (through email)	10/02/2025
Last date and time of online submission of bid	03/03/2025
Date and time of opening of technical bid	04/03/2025
Place of Bid Opening	Office of Jabalpur Smart City Limited, Jabalpur
Address of opening bids and Pre-bid meeting	Office of Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh- 482002
Tender Fee (Non-refundable)	INR 10,000/ - (Indian Rupees Ten Thousand Only) (Exclusive of GST) to be submitted online through https://mptenders.gov.in/nicgep/app
Earnest Money Deposit (EMD) Bid / Security (Refundable without any Interest)	INR 1,00,000/ - (Indian Rupees one lakh Only) (Exclusive of GST) to be submitted online through https://mptenders.gov.in/nicgep/app
Address of communication -	To, Chief Executive Officer, Jabalpur Smart City Limited (JSCL), Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh- 482002 Email:ceojscl@mpurban.gov.in, arpit.nema@jscljabalpur.org
Site Engineer	Abhilash Pandey : Mob: 8839498963
Selection of Bidder	Highest Annual Rental Fee (H1)

Note: Bidders are requested to well plan and submit their bids online on or before the date and time as mentioned above, on www.mptenders.gov.in to avoid any last-minute delay or non- submission of bid due to technical reasons. Authority shall not be liable for any technical issues on the portal.

* The bidders are advised to visit the site/property before pre-bid meeting / bidding and appraise themselves regarding the property, site conditions, accessibility, and facilities available. Cost regarding the same shall be bear by bidder itself, no compensation related to site visits shall be provided for the same.

Tender documents can be downloaded from the website: <https://mptenders.gov.in/nicgep/app> before the bid due date. Bidders are required to submit their bids online only on the website as mentioned in this RFP. The financial bid shall not be submitted with the technical bids. If financial bid is submitted along with technical bid, it will lead to disqualification of the bidder.

The bidders are required to submit soft copies of their bids electronically on <https://mptenders.gov.in/nicgep/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on <https://mptenders.gov.in/nicgep/app>, prepare their bids in accordance with the requirements and submitting their bids online on the <https://mptenders.gov.in/nicgep/app>.

2. DEFINITIONS

In this tender document, unless the context otherwise requires or provides for, the following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

- a. "Authority" shall mean Jabalpur Smart City Limited (JSCL).
- b. "JMC" shall mean Jabalpur Municipal Corporation.
- c. "Concession Agreement (CA)" shall mean the legal document, including recitals, schedules and attachments which may be amended, supplemented or modified in accordance with the provisions, as executed amongst Authority and the selected bidder (hereinafter referred to as "Concessionaire"). The Concession agreement shall be tripartite agreement among JSCL, JMC and Selected Bidder.
- d. "Concession Period" is the period commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to Operate and Maintain the Project subject to and in accordance with the terms and conditions set forth in this RFP. Initially the concession period is for 05 (Five) years that may be further extended up to 05 (five) years subject to mutually decided by the parties or until prior termination of the Concession Agreement, as the case may be.
- e. "Appointed Date" shall mean the date on which the concessionaire shall take over the property and achieved all the Conditions Precedent are either satisfied and/or waived in accordance with the terms of this RFP, and shall be deemed to be the date of commencement of the Concession Period;
- f. "Bank" Bank shall mean any scheduled commercial bank within Reserve Bank of India Act, 1934;
- g. "Bid" means the documents in their entire form submitted by the bidder in response to the tender issued by the Authority in accordance with the provisions thereof;
- h. "Bidding Process" shall mean the entire process commencing from the uploading of the tender documents, pre-bid meeting, technical and price bid submission, evaluation and the award of the project (unless the Authority decides to terminate the bidding process at any point of time before its successful completion)
- i. "Bidder" can be an Individual/Hospitality Operators/ Company/ Partnership firm/ other legal entity incorporated/established as per the applicable laws of the country of its origin or any bidder having

license from Municipal Corporation / FSSAI or any other Govt. agency to run restaurant business or any other activities as mentioned in clause 6.2 are eligible to apply.

- j. "Bid Due Date" shall mean the last date for submission of Bids,
- k. "Business Day" shall mean such day on which the offices of the MP Government are open for work;
- l. "Year" shall mean the calendar year not financial year
- m. "Conflict of Interest" shall have the meaning set out at Clause 3.21;
- n. "Earnest Money Deposit" or "EMD" shall mean an amount of INR 1, 00,000/- (Indian Rupees One lakh only) to be submitted online by the bidder along with its bid for the project.
- o. Performance Security: shall mean that the security deposit by the concessionaire for an amount equivalent to the 5% of the amount of Contract value.
- p. Minimum reserve price: shall mean the minimum amount put to this tender for operation and maintenance of the project as mentioned in Special Condition of clause 4.1.54 (d).
- q. "Annual Rental Fee" shall mean the amount quoted by the selected bidder in its financial bid/ Price bid.
- r. "Letter of Award" or "LoA" shall mean the letter issued to the selected bidder by Authority
- s. "Selected Bidder" or "Concessionaire" shall mean the bidder who has offered the "Highest Annual Rental Fee" and whose bid has been accepted by the authority and has been issued a Letter of Award.
- t. "Project Facilities" or "Property Facilities" means collectively the land and facilities created / constructed at the property including associated equipment, furniture and fixtures and other assets (if any) owned by the Authority;
- u. "Property" shall mean the NMT- 1 and NMT-2 Recreation area developed by Jabalpur Smart city limited developed by the JSCL.
- v. "Transfer Assets" shall mean the assets transferred by the Authority at the time of hand over of the property;
- w. "Property Cost" shall mean the cost of the property.
- x. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process;
- y. "Eligibility Criteria" shall mean the Criteria as set out in Clause 6 (Minimum Eligibility Criteria), that are to be satisfied by a Bidder;
- z. "Tender" shall mean this RFP document and the draft Concession Agreement.
- aa. "Tender Fee" shall mean an amount of INR 10,000/ - (Indian Rupees Ten Thousand Only) exclusive of GST to be paid online by the bidder;
- bb. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest;

Note: The areas mentioned above in these paragraphs are approximate and only indicative of the actual areas. Bidders may physically verify the same before submission of bids.

3. INSTRUCTIONS TO BIDDERS

3.1 Online tenders are invited from the experienced bidders or having experience of operation and maintenance of property having support of professional staff with proven track record who / which fulfill the requirements.

3.2 Tender can be downloaded from the websites: (i) <https://mptenders.gov.in> (ii) www.jscljabalpur.org on before the Bid Due Date. The bidders are requested to submit the Tender Fee online along with the Bid, and all bidders are required to follow the bidding process as mentioned on the website <https://mptenders.gov.in> and are required to submit their bids online only on the website as mentioned in this RFP. The financial bid shall not be submitted with the technical bids. If financial bid is submitted along with technical bid, it will lead to disqualification of the bidder as mentioned in clause 1.

3.3 Pre-Bid Meeting: Bidders may send their queries in writing to ceojscl@mpurban.gov.in and arpit.nema@jscljabalpur.org till the date of the pre-bid meeting. The queries received after the prescribed date and time will not be entertained by Authority. Pre-bid queries shall be submitted strictly as per the format given in Annexure – 10 of this RFP.

Pre-Bid meeting (Hybrid mode) shall be held in office of Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh- 482002 on the designated date and time. A maximum of two representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.

a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document, or any other related issues.

b) The Bidder's designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date and time as mentioned in clause 1 of the RFP.

c) Pre-bid meeting shall happen through video conferencing (VC) mode also. (VC Mode Link is shared below

Pre Bid Meeting Jabalpur Smart City Ltd. Google Meet joining info

Video call link: <https://meet.google.com/xpi-qrzy-hms>

Or dial: (US) +1 662-532-9056 PIN: 783 448 490#

More phone numbers: <https://tel.meet/xpi-qrzy-hms?pin=8010441953075>

d) The bidders are advised to visit the site to familiarize themselves with it before the pre-bid meeting.

3.4 At any time before the submission of bid, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the RFP documents by amendment. Any such amendment shall be issued in writing through Corrigenda. Corrigenda shall be uploaded in JSCL website and/or <https://mptenders.gov.in> website and shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of bid.

3.5 The Bidders are advised to physically visit and inspect, existing site including facilities, availability of machineries, equipment, tools etc. with its own cost, that may be necessary for preparing the bid and for entering into a Concession Agreement for the Operation and maintenance of the Property before submission. Please note that the details about the property mentioned in this RFP are only indicative of the original / actual and bidders are expected to physical verify the details before the submission of the bid. The property will be handed over to the Concessionaire on 'As-Is-Where-Is Basis'. No complaints on the available facilities will be entertained at a later date. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this tender.

3.6 Bids should be submitted in English language only, on or before the Bid Due Date and should be in the prescribed forms / formats as mentioned in this RFP document.

3.7 The financial Bid shall not be submitted with the Technical Bid. If financial Bid is submitted along with Technical Bid, it will lead to disqualification of the Bidder.

3.8 Bids not in the prescribed forms / formats will be summarily rejected.

3.9 In the event a qualified Bidder wants to withdraw the Bid at any time, the EMD of such bidder shall be forfeited.

3.10 Bidders are advised to fill all information clearly and legibly in typed format.

3.11 As per evaluation process mentioned in this RFP, selected bidder would be issued a Letter of Award (LoA), invited to sign the Concession Agreement (CA) on fulfilling conditions precedent as mentioned in this RFP

3.12 The selected bidder shall be required to return a duplicate copy of LoA as issued by the authority, duly signed by authorized signatory within 7 (seven) days from the date of issue as a token of acceptance of Letter of Award (LoA).

3.13 Within 45 days from the date of issue of Letter of Award, the selected bidder shall sign the Tripartite Concession Agreement with Authority failing which the Letter of Award shall stand cancelled / withdrawn without any liability on Authority and the EMD of such Bidder shall stand forfeited.

3.14 The selected bidder shall be liable to fulfill the following obligations as a pre-condition of signing of Concession Agreement:

i. Annual Rental Fee shall have to be paid in advance in respect of first year of concession period, within 15 calendar days from the date of signing of Concession Agreement. For more details, please refer table below:

Table no. 2

YEAR	ANNUAL RENTAL FEE	To be paid by the concessionaire
FOR 1ST YEAR	AS PER AMOUNT QUOTED BY THE SELECTED BY BIDDER IN HIS BID (H-1)	Within 15 days from the date of signing of Concession Agreement
FROM 2ND YEAR ONWARDS TILL THE CONTRACT PERIOD	With an increment of 5% in the previous year annual rental fee.	On or before 60 days from the date of completion of previous year of concession period for every year till the duration of Concession Period

The Annual Rental Fee shall be paid in the form of either “Demand Draft” (DD) or RTGS in favor of “Jabalpur Smart City Limited” issued by scheduled commercial bank acceptable to the Authority, payable at Jabalpur. Any other mode of payment shall not be accepted.

ii. Submission of requisite Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) as Performance Security equivalent to 5% of the Contract value valid for a period of 24 (twenty-four) months;

iii. To obtain all requisite approvals, license, and permissions etc. as applicable to operate and maintain the property from the respective local authorities.

3.15 Bidders should note that the Authority shall have the full rights to forfeit their EMD and blacklist them from participating in any future tenders issued by Authority:

i. If they withdraw their bid after their technical bid opening or after technical bid has been accepted, or

ii. In case selected bidder fail to execute the Concession Agreement within 30 days from the date of issue of the Letter of Award, or

iii. If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their bid, or

iv. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or

v. Try to influence Authority or any of its officials in relation to the evaluation of bids;

3.16 Bids shall remain valid for a period of 180 days from the technical bid due date as mentioned in clause 4.7 of this RFP;

3.17 Authority reserves the right to accept or reject any bid at any time at its sole discretion and without assigning any reason.

3.18 Authority may, at its sole discretion, extend the technical / financial bid due date and amend the tender documents. In such a case, all rights and obligations of Authority and bidders previously subject to the technical /financial bid due date will thereafter be subject to the technical /financial bid due date as extended.

3.19 During evaluation of bids, Authority may, at its discretion, ask a bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. The bidder shall have to reply to the clarification within 7 business days or any such period as specified from the date of receipt of the request failing which the bid of such a bidder shall be rejected and Authority shall have the right to forfeit the EMD of such Bidder.

3.20 Notwithstanding, anything to the contrary contained in this RFP, the detailed terms specified in the concession agreement shall have overriding effect to the extent of conflict between the RFP and the Concession Agreement; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the concession agreement.

3.21 A bidder shall be considered to be in conflict of interest with one or more bidder in the same bidding process if they have relation with each other, directly or indirectly or through any other person that puts them in a position to have access to information about or influence the bid of another bidder (“conflict of interest”). Any bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the EMD or performance security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such bidder’s proposal (the “Damages”), without

prejudice to any other right or remedy that may be available to the Authority under the tender documents and/ or the agreement or otherwise.

4. TERMS & CO N D I T I O N S

4.1 General

4.1.1 The Concessionaire shall be handed over the movable and immovable assets (“Project Assets”) at NMT-1 NMT-2, & NMT 3 on “as-is-where-is” basis.

4.1.2 The Concessionaire shall maintain the facilities created in good condition. The Concessionaire shall be liable to bring all furniture, electrical fixtures and other fixtures required for operations. All development / improvements / repairs / installations / modifications etc. done to the site should be with prior written approval from Authority; subject to in compliance with all applicable laws, existing local bye-laws and development control regulations, and approval from Authority based on the following conditions:

a. The Concessionaire shall be allowed to carry out additional construction in the property, with a condition that all such construction is strictly within the maximum available limit of Floor Area Ratio (FAR) and Ground Coverage and in a manner such that the existing building is not harmed in any manner. No demolition / destruction of the existing structure(s), if any, is allowed. Any additional development /addition to the facility is allowed and shall be only after prior written permission/approval from the Authority.

b. The display board of Concessionaire will only be permitted and may put hoardings, advertisements only inside the property and may install LCD, video screen etc. for their own business promotional activities of NMT-1,2 & 3 recreational area with following conditions:

i. Rules and regulation of advertising policy and guidelines of advertisement and all rules in this regard of Jabalpur Municipal Corporation are to be strictly followed;

ii. All charges including statutory charges or any other charges deemed fit shall be borne by the Concessionaire. Violation of such policy/ies will lead to termination as per the RFP condition;

c. The Development (improvements / repairs / installations / modifications) as proposed and implemented by the Concessionaire shall be as per the applicable guidelines, rules and regulations.

d. The cost towards development / improvements / repairs/ installations / modifications etc. for the project shall be borne by the Concessionaire. No reimbursement shall be done by the Authority during or after expiry of Concession Period for the investments made by the Concessionaire during the Concession Period.

4.1.3 The Concessionaire shall be given the rights to operate the recreation area developed by Jabalpur Smart City Limited only. The Concessionaire shall be allowed to Operate and maintain the property in their name or may allow to do branding or put signage to the property after due approval from JSCL or Competent Authority. The Concessionaire shall be allowed to put up proper signage and clearly mention its name as Operation & Maintenance partner and site name developed by Jabalpur Smart City Limited along with logo of Jabalpur Smart City Limited & Jabalpur Municipal Corporation (JMC) after due approval of the authority.

4.1.4 The signage shall be back lit and shall be placed at the site and at any other place(s) at relevant distance from the site. All signage designs shall have to be approved by Authority.

4.1.5 The selected bidder will have to remit the annual rental fee for the first year of concession period in full within 15 calendar days from the date of signing of Concession agreement as per clause 3.14 above of this RFP. The Property will be handed over to the concessionaire after the payment of first year annual rental fee is paid on time. From the date of signing of the concession agreement, a one- time rent-free fit-out period not more than 60 days shall be provided. In that case the Concession period shall be 05 years + 60 days from the date of signing of the Concession agreement. A period of 60 days shall begin from the date of handover of the property. In the event of annual rental fee not paid on time or delayed as stipulated below.

- i. Authority may issue a notice to the selected bidder for non-payment of Annual Rental Fee. The Property will be handed over to the concessionaire only after the payment of first year annual rental fee is paid.**
- ii. Authority may impose penalty of an amount equivalent to 2% for every 15 days delay or part thereof from the respective year’s total amount of annual rental fee subject to maximum of 10% of Annual Rental fees of that year.**
- iii. Selected bidder shall be liable to pay such penalty along with amount of Annual Rental Fees in full and is deemed mandatory, failure to which will lead to initiation of termination notice for 14 days to be given.**

**Table no. 3
Milestones and Timelines**

Milestones	Timelines
Issue of LoA	TO
Acceptance to LoA	TO+ 7 DAYS
Submission of Performance Bank Guarantee (PBG) and Agreement signing	TO+ 45 DAYS
Payment of 1st year Annual Rental Fee	TO+ 60 DAYS
Handover of the property to concessionaire	TO+ 7 DAYS

4.1.6 The selected bidder should take over the property within 75 days’ time from the date of issue of Letter of Award, failing which the Authority shall have the right to impose fine/penalty of an amount equivalent to 1 % from the respective year’s total amount of annual rental fee or cancel the Letter of Award and forfeit the Earnest Money Deposit/ Performance Bank Guarantee. In case, any development (including major repairs & maintenance) is required selected bidder will be required to indicate a time frame (to be mutually agreed between Authority and selected bidder and not exceeding 60 days) within which he shall have to make the property operational.

4.1.7 The annual rental fee is to be paid annually and shall be as per the amount quoted by the selected bidder in its financial bid which shall be increased by 5% every year on a compounding basis for the duration of the concession period. If the concessionaire fails to pay the annual rental fee within the stipulated time as mentioned in clause 3.14 above, the Authority will have right to issue a notice or impose the penalty as set out in clause 4.1.5 above or cancel the concession agreement and forfeit the performance security (bank guarantee/FDR), correspondingly the Concessionaire shall be liable to vacate the property with immediate effect otherwise Authority has full right to re-enter into the property, take immediate possession & start operation of the facility/ies at any time with due procedure.

4.1.8 Concession Period

- a. The Concession Agreement shall be valid and binding on the parties throughout the concession period from the date of signing of Concession Agreement. Initially the concession period is for **5 (five) years**, from the appointed date, a one-time rent-free fit-out period not more than 60 days shall be provided. In that case the Concession period shall be 5 years + 60 days from the date of signing of the Concession agreement. Period of 60 days shall begin from the date of handover of the property to the concessionaire that may be further extended up to **5 (five) years** subject to mutual agreement between the authority and selected bidder or until prior termination of the Concession Agreement, as the case may be.
- b. The concessionaire shall begin the handover process of the property on **as-was-where-was** basis to the Authority, six (6) months prior to the completion of the initial concession period of 05 (Five) years, the concessionaire shall have to apply for renewal/ extension of concession period in writing to the authority. The Concessionaire and the Authority may mutually agree to extend the concession period up to 05 (Five) years. After receiving the application of renewal/ extension the Authority will decide either to accept or reject the renewal request within one (1) month as the case may be. If in case of non-acceptance of renewal/ extension, the concessionaire has to rectify all the defects and wear & tear of the property in the remaining last 5 months of the initial concession period. During the last 5 months of the rectification process, the concessionaire shall be allowed to run the property and generate revenue till the last day of the concession period and hand over the property on the last day in **as-was-where-was** condition.
- c. Upon expiry of the Concession Period as per clause 4.1.8 of RFP, the Concessionaire shall peacefully handover back the property and its facilities along with Transfer of Assets to the Authority.
- d. Without prejudice to the foregoing, Concessionaire agrees to indemnify and keep indemnified the Authority from and against all actions, proceedings, losses, damages, liabilities, claims, costs and expenses whatsoever which may be sustained or suffered by the Authority as a result of any actions or omissions of the Concessionaire prior to the transfer of the given Assets. It is expressly understood by the Parties that this Article shall survive the termination or expiry of Concession

4.1.9 Selected bidder shall as a precondition to the signing of the concession agreement, furnish an irrevocable and unconditional bank guarantee (BG) or Fixed Deposit Receipt (FDR) towards performance security. The performance security shall be for an amount equivalent to **the 5% of the contract value** as indicated in clause 3.14 above and enter into a concession agreement with the Authority. This performance security shall be valid

initially for 24 (Twenty-Four) months and thereafter kept valid & effective during the concession period by renewing its validity validity at least 60 (sixty) days prior to its expiry. The performance security should be issued from any scheduled commercial bank in India acceptable to the authority. The performance security shall be applicable as per the relevant notifications of Government of India / Government of Madhya Pradesh at the time of signing the Concession Agreement.

- 4.1.10** The performance security will be encashed by the authority in case of non- payment of annual rental fee or any other dues payable to the authority or any other statutory payments payable to respective authorities or upon termination of the concession agreement due to any default by the concessionaire. Upon such encashment and appropriation, the concessionaire shall except in the event of termination of the concession agreement, within 30 (thirty) days thereof, replenish the performance security to its original level or provide a fresh performance security as the case may be, failing which the authority shall have the right to terminate the concession agreement with immediate effect.
- 4.1.11** In case of default in payment of annual rental fee or furnishing/replenishing performance security, the Authority shall have the full rights to terminate the concession agreement and re-enter into the property, take immediate possession & start operation of the facility/ies at any time with due procedure.
- 4.1.12** The concessionaire shall pay in a timely manner all applicable taxes, duties, levies and other Charges/fees, stamp duty, excise duty, Customs duty, registration charges, GST / legal documentation charges, insurance charges, income tax and other charges like electricity bill, water charges, sewage, disposal, fuel, garbage collection and disposal, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility etc. will be paid by the concessionaire effective from the date of handover of the property to the concessionaire or demanded from time to time from any government Authority in respect of the project.
- 4.1.13** The Concessionaire shall be responsible for all requisite approvals, license, and permissions etc. to operate and maintain the property. Authority will grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from in connection with operation and maintenance of the project and the performance of the bidder obligations.
- 4.1.14** During the concession period, Concessionaire may bring / install furniture, fittings and fixtures in the property. Fixtures are generally items which are attached, or 'fixed,' to the property, while fittings and furniture are items which aren't attached to the property, other than by a nail or a screw (such as a picture or mirror, for example). On expiry / revocation / cancellation / termination of concession period, the Concessionaire shall handover peaceful vacant possession of the property in good condition on **“as-was-where-was”** condition to the Authority. In this regard the concessionaire and Authority both shall take photographs and videos of the property before take over/ hand over of the property premise respectively as evidence.

- 4.1.15** Concessionaire shall, reimburse any loss or damage to the property and equipment of the Authority as per the assessment of the Authority's Engineering Division after verification within six weeks from the date of vacation, along with damages/liquidated damages required/taken to repair the property/equipment(s).
- 4.1.16** Concessionaire shall be allowed to remove those movable items / articles, only from the category of fittings and furniture that have been jointly agreed upon within a pre-defined period and in presence of representatives of the Authority. It is further submitted that removal of such movable properties /items, as agreed upon, should not harm the present structure / superstructure / building façade, interiors, ceiling, plaster, paint, or any damage/ wear & tear including filling up the hole in the walls etc. shall be borne by Concessionaire.
- 4.1.17** Further none of the electrical fittings, bathroom fittings, flooring etc. shall be removed and shall be replaced if damaged at the time of handing over. Authority shall not be liable to pay for any claims against the same to the Concessionaire.
- 4.1.18** The Authority shall have the right to inspect the premises at any time during working hours. The authority shall be issued an authorization letter to inspect the premise.
- 4.1.19** The furniture and facilities created at property either by the Concessionaire or the Authority, shall be insured by the Concessionaire against natural disaster and non-natural hazards/perils.
- 4.1.20** The Concessionaire shall not sub-license whole of its rights and obligations in relation to the project to any party except the food services to be installed within the property. All liabilities regarding food services shall be that of the Concessionaire regardless of sublicense. The authority shall not be liable in any manner. The Concessionaire shall not raise any kind of finance or funding on the name of the property **NMT 1,2 & 3 developed by Jabalpur Smart City limited** under any conditions whatsoever. The Concessionaire will only be allowed to use the property on 'Right-to-use' basis.
- 4.1.21** The Concessionaire has to confine his activities only within the specified area handed over to him.
- 4.1.22** If there are any changes in the concession agreement subsequent to the starting of the bidding process and before the signing of concession agreement, the additions / modification / deletion of the conditions mentioned in modified / revised / final concession agreement shall remain binding on the selected bidder.
- 4.1.23** In case the Concessionaire commits breach of any of the terms and conditions and stipulation herein contained or in the concession agreement which are to be observed and performed by the Concessionaire, then Authority shall issue a notice to the Concessionaire to set right or rectify the breach or omission of any of the terms and conditions and in case of non-compliance on the part of Concessionaire within 30 days of

the receipt of such notice, the concession agreement at the option of the Authority may be terminated. Performance security submitted in the form of Bank Guarantee/FDR in such case shall be forfeited, correspondingly the Concessionaire shall be liable to vacate the property with immediate effect otherwise Authority has full right to re-enter into the property, take immediate possession & start operation of the facility/ies at any time with due procedure.

4.1.24 Dispute Resolution:

- i. In case of any dispute arising out of or in relation to the agreement, the same shall be referred to the authority in writing. The written statement shall contain the nature of dispute and the proposed resolution to the same. The authority shall attempt to resolve the dispute amicably through its duly authorized officer within a period of 15 days from the date of receipt of reference.
- ii. In case of the dispute is not resolved within 15 days as above or the resolution is not accepted by the party, such aggrieved party shall be entitled to refer the matter to arbitration by Sole Arbitrator to be appointed by mutual consent of parties. Such arbitration shall be governed by the provisions of Arbitration and conciliation Act, 1996.
- iii. The place and seat of arbitration shall be Jabalpur, M.P.
- iv. All disputes shall be subject to Jurisdiction of Jabalpur courts only.

4.1.25 The Concessionaire shall make payment of electricity and water based on actual consumption at the property. Authority shall ensure that electricity and water connections are active and in working conditions and all outstanding dues, till the handing over of the property, are paid. After handing over of the property, it shall be Concessionaire's responsibility to pay all bills towards the usage of electricity and water.

4.1.26 The Concessionaire shall deploy adequate number of qualified personnel to efficiently operate and manage the Project. All staff members should be provided with uniforms. The Concessionaire shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards.

4.1.27 The Concessionaire must employ adult and skilled manpower only. The Concessionaire shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Concessionaire shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments. Concessionaire shall follow the minimum wages act. The concessionaire shall ensure compliance of all labor and industrial laws such as payment of minimum wages, EPF, ESI etc.

4.1.28 The representative appointed by Authority shall have the rights to verify and certify the quality of services specified in the concession agreement, to be provided by the Concessionaire. If the Concessionaire fails to provide the satisfactory services, Concessionaire shall be liable to be terminated.

4.1.29 The Concessionaire shall be allowed to charge market driven rates / tariffs and other revenues from the facilities.

- 4.1.30** The Concessionaire shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs from the property and its premises, cleaning and sweeping of roof tops with brooms / mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from inside and outside and should be emptied at the end of the day on regular basis.
- 4.1.31** The Concessionaire shall be responsible for any breakdown/shutdown of existing facilities available in the property and shall rectify the error on immediate basis with minimum time frame. Any delay on the above will be considered as breach of contract obligations and may lead to the termination of Concession Agreement.
- 4.1.32** The Concessionaire shall ensure collection, screening and segregation of dry and wet garbage area. The Concessionaire shall also ensure the segregation as per prescribed norms. Appropriate disposal as approved by applicable authority shall be the responsibility of the Concessionaire. Concessionaire shall in no way harm the environment of the place.
- 4.1.33** The services, to be provided for the project by the Concessionaire shall be in lines with the services that are generally provided in project of similar nature with best trade practices.
- 4.1.34** Concessionaire may include value added services like installation of snacks vending machines, juice corner or any other activities or movable assets for entertainment of the visitors/members within the property with prior written approval from Authority that may be required. This shall be as per the concession agreement signed between Authority and the Concessionaire.
- 4.1.35** Authority shall extend its support to the Concessionaire for marketing of the property through its website. Temporary portable structures like Souvenir shop, exhibition shop etc. may be installed by the concessionaire within the property premises.
- 4.1.36** Construction of any new component/facility 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 period. Any additional construction/ temporary construction shall be allowed only after written permission/ approval from JSCL and /or as per the guidelines.
- 4.1.37** All planning and designing and other interventions of existing built-up structure shall be done with prior approval from JSCL, or competent authority within JSCL.
- 4.1.38** The Concessionaire shall be liable for all hazardous, dangerous, and other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property.
- 4.1.39** The Concessionaire shall arrange, procure, and provide, at its cost, all the infrastructure facilities, services and requirements, all goods, materials, consumables, and other requisites necessary for the operation, and maintenance of the Property during the concession period.
- 4.1.40** The Concessionaire shall make available all necessary financial, managerial, technical, and other resources for effective operation & maintenance of the Project.

- 4.1.41** The Concessionaire shall ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned thereof.
- 4.1.42** The Concessionaire shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labor, and hazardous/ dangerous materials during, operation and maintenance of the Property.
- 4.1.43** The Concessionaire shall promptly and diligently repair, replace/ restore the Property, Project Assets and Project Facilities or part thereof which may be lost or damaged.
- 4.1.44** The Concessionaire shall be required to state their investment plan before operation & maintenance of the Project.
- 4.1.45** The Concessionaire shall create an adequate waste disposal system for management and disposal of the waste generated during the operation & maintenance of Project.
- 4.1.46** The Concessionaire shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards.
- 4.1.47** The Concessionaire shall be responsible for providing adequate safety & security to the visitors/end users visiting the Property.
- 4.1.48** During the concession period the Concessionaire shall be responsible for the entire operation and management of NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City Limited including marketing & promotion, custodial and security.
- 4.1.49** The Concessionaire shall also identify new revenue generating sports activities to maximize the offerings of the property “NMT-1, NMT-2 and NMT-3 Recreation Area”.
- 4.1.50** The concessionaire shall be responsible to provide integrated facility management i.e., up-keeping, housekeeping, E&M services, Pest Control services, security services etc.
- 4.1.51** The concessionaire shall be responsible for obtaining & maintaining all necessary licenses, permits and other consent applicable to its operation and maintenance on the property.
- 4.1.52** The Concessionaire shall ensure that “Property” is fully insured from time to time at its own cost and expenses against all the risks of fire and extended cover thereof, earthquake, flood, cyclone, strikes riots, insurgency, civil strife commotion, terrorism, electrical fire machinery equipment break down. The Insurance policies pertaining to the assets belonging to the Authority shall be in the joint names of the Concessionaire and the Authority. A copy of each renewed policy(ies) cover note will be furnished to the Authority on every renewal. In the event of the property or any of the Assets insured are damaged and/or destroyed and/or become unusable because of the happening of any of the events covered under the policies of insurance making it impossible for the Concessionaire to run the property for any period and the property is not in operation during such period then in that event, notwithstanding anything contained in this RFP, the performance of obligations/ covenants under this RFP and Agreement shall be

suspended and no Annual Rental fee proportionate to such period shall be payable by the Concessionaire to the Authority but the Deposit shall remain with the Authority. However, the Concessionaire shall immediately take measures to have the insurance claim processed and re-construction/ renovation of the property shall be commenced within 30 days of occurrence of the incident and shall be completed in such time as may be determined by the Authority in writing, in that case the claim amount can be used for re-construction/renovation of the property on mutually agreed between the Concessionaire and the Authority. If the Concessionaire fails to commence the reconstruction/ renovation work within the aforesaid stipulated period, it shall constitute an event of default and the Authority shall be entitled to terminate the agreement.

4.1.53 Without prejudice to the provisions contained in clause 4.1.52 above, the Concessionaire shall, during the concession period, procure and maintain Insurance Cover including but not limited to the following:

- a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;
- b) comprehensive third-party liability insurance including injury to or death of personnel of the Authority or others who may enter the property and Project Infrastructure;
- c) the Concessionaire's general liability arising out of the Concession;
- d) liability to third parties for goods or property damage;
- e) workmen's compensation insurance; and
- f) any other insurance that may be necessary to protect the Authority and Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (d) above

4.1.54 Special Condition:

- (a) In case Jabalpur Smart City Ltd. (JSCL) is dissolved, the Concessionaire has to operate and maintain the project under the supervision of legal successor of JSCL meeting all conditions through the Concession period of the project and handover it to the legal successor.
- (b) Concessionaire may provide facilities/services provided/permitted run food court or h
- (c) **Substitution of Concessionaire:** At any time during the concession period or in case of any default or material representation or any breach of terms and conditions as specified in this RFP & concession agreement by the Concessionaire, Authority shall

have full rights to substitute the Concessionaire and nothing will be payable by the Authority without prejudice to the rights of the authority to take other action under the contract. In the event of such default or material representation or any breach of terms and conditions specified in this RFP, Authority will ask for clarification for the same by issuing letter to the Concessionaire and the Concessionaire shall reply within 3 business days from the date of issue of such letter or the Authority shall have full

rights to forfeit the performance security submitted in the form of Bank guarantee/FDR, correspondingly the Concessionaire shall be liable to vacate the property with immediate effect otherwise Authority has full right to re-enter into the property, take immediate possession & start operation of the facility/ies at any time with due procedure.

- (d) The Minimum reserve price put to the tender for operation and maintenance of the project is INR 9,51,296.00 + GST per annum.** The bidder is required to quote its price above the minimum reserve price. In case, the price quoted by the bidder is found less than the minimum reserve price as mentioned above, their bid shall liable to be rejected and authority shall havethe right to forfeit the EMD of such bidder.

NMT Phase - 1 (Bhatkhande Sangeet Vidhyalaya to Old bus stand)					
S.No	Area	Rates as per collector guideline in Sqm	No of Kiosk	Kiosk Area in Sqm	Annual Amount
1	Madan Mahal chowk to Ranitaal main road	100000	2	9.29	1858000
2	Remaining area- Subhadra kumara chouhan ward	100000	4	9.29	3716000
3	Remaining area- Subhadra kumara chouhan ward	100000	4	9.29	3716000
4	Remaining area- Subhadra kumara chouhan ward	100000	1	9.29	929000
5	Remaining area- Subhadra kumara chouhan ward	80000	4	9.29	2972800
6	Remaining area- Subhadra kumara chouhan ward	80000	1	9.29	743200
7	Teen patti chowk to shastri bridge model road	80000	2	9.29	1486400
	Total (NMT-1)				15421400

NMT Phase - 2 (Old bus stand to Old Jyoti talkies)

S.No	Area	Rates as per collector guideline in Sqm	No of kiosk	Kiosk Area in Sqm	Annual Amount
1	Joyti cinema complex	120000	2	9.29	2229600
2	Teen patti bus stand to shastri bridge nav bharat press	120000	2	9.29	2229600
3	Teen patti chowk to noudra pull road	120000	1	9.29	1114800
(NMT-2)			5		5574000

NMT Phase - 3 (Deshbandhu complex to Ghantaghar)

S.No	Area	Rates as per collector guideline in Sqm	No of kiosk	Kiosk Area in Sqm	Annual Amount
1	Deshbandhu complex to Ghantaghar)	60000	5	9.29	2787000
(NMT-3)			5		2787000
Net			28		23782400.0
Estimated Yearly rates for Open plot					951296
(4% of Total amount –					

- 4.1.55** The bidder shall obtain all the license required to operate and manage the recreation area developed by Jabalpur Smart City Limited. Cost of obtaining such license shall be borne by the operator
- 4.1.56** The Department/ authorized representative shall have the right to inspect the premises at any time with or without prior intimation to the operator
- 4.1.57** The operations of cafeteria including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations as applicable from time to time. The operator shall be solely liable for any damages/ criminal liability consequent to violation of any of the provisions of FSSA, 2006 and/ or FSSA Rules 2010 or any issue arising out of food contamination, poisoning and related issues and licensee is alone liable to all third-party claims.
- 4.1.58** The bidder shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality, and the directions of the Department shall be liable to be complied with in this regard.
- 4.1.59** The bidder shall bear the cost of taking sub electric meter, electricity monthly bill within the premises, illuminations used, water, generator, toilets, chairs, dustbins, etc. and any other charges.
- 4.1.60** The bidder shall deploy adequate number of qualified and experienced persons like supervisors, gallery staff, etc. to ensure efficient and high standards of service. All staff members should be provided with Uniforms as approved by the Department. Each personnel employed or engaged by the operator shall wear a photo identity card provided by the operator and as approved by Department. The operator shall be liable to comply with the labour Law, P.F. E.S.I, etc in relation to the establishment.
- 4.1.61** Access timings will be from 05.00 AM to 10.00 PM.
- 4.1.62** The bidder must employ adult labour only. Employment of child labour will lead to the termination of the agreement. The operator shall engage only such workers, whose antecedents and character have been thoroughly verified and after police verification and other formalities. Police verification certificate shall be produced for each and every worker engaged by the operator.
- 4.1.63** The bidder is allowed to charge market driven rates/ tariffs and other revenues from the facilities, nonetheless the same shall be decided in consultation and prior approval of the Department from time to time.
- 4.1.64** The bidder shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its

premises, cleaning and sweeping with brooms/mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from in and outside and should be emptied at the end of the shifts on regular basis

4.1.65 The bidder shall ensure waste management as per Solid Waste Management Rules, 2016 or any other applicable laws/rules from time to time.

4.1.66 The whole premises shall be no smoking & alcoholic zone and Tobacco free zone

4.1.67 The bidder shall install C.C.T.V. Cameras Set up and keep recording for the security point of view at recreational area. Making the recording available to Jabalpur Smart City if required.

4.1.68 The bidder shall maintain sufficient fire safety measures all the time as per applicable rules and regulations

4.1.69 All existing features and trees should be retained undisturbed.

4.2 Force Majeure- Obligation of the Parties

4.2.1 Force Majeure shall mean any event beyond the control of Authority or of the Concessionaire, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following;

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, Pandemic situation;
- d. Earthquake, fire, flood or cyclone, or other natural disaster;
- e. Any govt. orders issues with regard to force majeure.

4.2.2 As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the affected party shall notify the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- a. The date of commencement of the event of Force Majeure;
- b. The nature and extent of the event of Force Majeure;
- c. The estimated Force Majeure period,
- d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the agreement is affected by the Force Majeure.
- e. The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f. Any other relevant information concerning the Force Majeure and / or the rights and obligations of the parties under the concession agreement.

4.3 Termination

The Concession Agreement may be terminated forthwith by either party by giving written notice to the other if:

- i. In case of breach of any of terms and conditions of the RFP or concession agreement by the Concessionaire, the Authority shall have the right to terminate the concession agreement without assigning any reason thereof, and nothing will be payable by the authority and in that event the security deposit in the form of performance security shall be forfeited and encashed.
- ii. The Concessionaire goes bankrupt and becomes insolvent.

After termination, correspondingly the Concessionaire shall be liable to vacate the property with immediate effect. Authority has the full right to re-enter into the property, take immediate possession & start operation of the facility/ies at any time with due procedure.

4.4 Fraud and Corrupt Practices

4.4.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the subsistence of the concession agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the concession agreement, the authority may reject a bid, withdraw the LoA, or terminate the concession agreement, as the case may be, without being liable in any manner whatsoever to the bidder or Concessionaire, as the case may be, if it determines that the bidder or authority, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate performance security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the authority under the bidding documents and/or the concession agreement, or otherwise.

4.4.2 Without prejudice to the rights of the authority under clause 4.4.1 above hereinabove and the rights and remedies which the authority may have under the LoA or the agreement, or otherwise if a bidder or authority, as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LoA or the execution of the agreement, such bidder or authority shall not be eligible to participate in any tender or RFP issued by the authority during a period of 2 (two) years from the date such bidder or agency, as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. for the purposes of this

clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. Corrupt practice** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted in this RFP engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the project or the LoA or the agreement, who at any time has been or is a legal, financial or technical adviser of the authority in relation to any matter concerning the project;
- b. Fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- c. Coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
- d. Undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and
- e. Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

4.5 Penalty

4.5.1 With the prejudice to the rights of the Authority, failure in fulfilment of operation and maintenance as indicated in this RFP and Concession Agreement shall warrant the following:

- a) If the selected bidder fails to start the operations within 75 days' time from the date of issue of Letter of Award (LoA), or if during the concession period any activity is not operational for a period of more than 30 days, a suitable amount of penalty i.e. **(1 % per week of annual rental fees subject to maximum of 10%)** shall be charged.
- b) If the selected bidder fails to take over the property within 75 days' time from the date of issue of Letter of Award, failing which the Authority shall have the right to impose fine/penalty of an amount equivalent to 1 % from the respective year's total amount of annual rental fee or cancel the Letter of Award and forfeit the Earnest Money Deposit/ Performance Bank Guarantee.

- c) If the selected bidder fails to pay the annual rental fees, Authority may impose penalty of an amount equivalent to 2% for every 15 days' delay or part thereof of the respective year's total amount of annual rental fee subject to maximum of 10% of Annual Rental Fees of that year. Forfeiture of Earnest Money Deposit/ Performance Bank Guarantee as the case may be or in case of failure to successfully perform/ complete the operation and maintenance as per this RFP and/ or in case of any midway unilateral withdrawal from the contract.
- d) Bidder may be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with Jabalpur Smart City Limited and or JMC, Government of Madhya Pradesh for a period of 3 years

4.5.2 On account of circumstances beyond the control of the operator like natural calamities and any other unforeseen events and upon formal notification by the appropriate authority, Authority may give extended time to the operator to complete the activities.

4.6 Defect Liability Period (DLP):

The "Concessionaire" or "Selected Bidder" shall be responsible for any defects in the property. DLP covers only construction defects any other defects including wear and tear of the property in the concessionaire scope from the date of signing of the agreement with the Authority. However, in case of additional construction at the property, if any proposed, the Concessionaire shall be responsible for any defects in the property.

4.7 Validity of the Proposal

Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the last date of submission of bid or till the date of signing of concession agreement with the selected bidder, whichever is later. On request from Authority, the bidders would be required to extend the validity of the bid/proposal on the same terms and conditions of RFP and Concession Agreement.

4.8 Right to reject any or all proposals

Notwithstanding anything contained in this invitation document, Authority reserves the full right to accept or reject any proposal/bid and to annul this selection process and reject all proposals/bids at any time during the bidding process, even after price bid opening without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

Authority, also, reserves the right to reject any proposal if:

- i. at any time, a material misrepresentation is made or uncovered, or;
- ii. the bidder does not submit sufficient information as being asked for;

4.9 Interpretation

In case of any ambiguity in the interpretation of the terms & conditions of this RFP, the interpretation of the Jabalpur Smart City Limited Board will be final and binding on the parties to the conditions of selection.

4.10 Proprietary Data

All documents and other information provided by any bidder to Authority shall remain or become the property of Authority. The bidder shall also treat all information as strictly confidential and will not divulge any details related to any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner

provided by the bidder to Authority in relation to the service shall be the property of Authority.

4.11 Grant of rights to Concessionaire

- a. Subject to and in accordance with the terms and conditions set forth in this RFP, the Applicable Laws and Applicable Permits, the Authority hereby authorises the Concessionaire to invest, finance, equip, commission, operate, market, maintain and manage the Project during the Term of this RFP and Concession Agreement.
- b. For the purpose of operation and maintenance of the Project, Authority inter alia grants to the Concessionaire all the rights, powers, benefits, privileges, authorisations and entitlements, to utilise the Project Site for the purposes of the Project, and to further undertake the development, construction and improvement therein or thereon, as may be necessary or appropriate to manage the Project and the right to demand and collect User Charges from the Users of the Project / Property with prior written approval from the authority in accordance with the provisions of Concession Agreement.
- c. Subject to the terms of Concession Agreement and other relevant provisions under Applicable Laws, the Concessionaire shall have the right to enter into agreements with such Persons, as it may deem necessary and appropriate, for performing its obligations under Concession Agreement.
- d. During the Concession Period, the Concessionaire shall have right to develop, implement, operate & maintain the various activities at NMT-1 and NMT-2 recreational area in accordance with the provisions of Concession Agreement

4.12 Acceptance by Concessionaire

In consideration of the rights, privileges and benefits conferred upon by Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

4.13 Access to Project Site

Within 30 (Thirty) days from the date of signing of Concession Agreement, Authority shall have provided to for the Concessionaire the Right to the Project Site in accordance with the provisions of clause 4.16 below.

4.14 Conditions Precedent

- a. Save and except as may otherwise be expressly provided herein, the respective rights and obligations of the Parties under Concession Agreement shall be subject to the satisfaction in full of the condition's precedent ("**Conditions Precedent**") as set out in clause 4.14 (b) of RFP and clause 4.14 (c) of RFP on or before the expiry of a period of 30 (Thirty) days from the date of signing of Concession Agreement.

b. Conditions Precedent for the Authority

The Authority shall:

- i. Have provided to the Concessionaire the Right of Way to the Property in accordance with the provisions of clause 4.16 of RFP. It is however clarified that this Conditions Precedent on the

part of the Authority shall be fulfilled at the end, when all other Conditions Precedent of both the Parties are met/fulfilled;

- ii. Constitute an Approval Committee for the approval of DPR, concept and design of the Project, to be developed by the Concessionaire (if any). Authority must give comments/ observations (if any) to the DPR, concept plan & design submitted by the Concessionaire under clause 4.14 (c) (i) of RFP, within a time period of 20 (twenty) days from the date of its receipt. Failure to do so will be considered deemed approval of the DPR, concept plan by the Authority;
- iii. Give approval to the amended concept plan & design within 10 (ten) days from the date of its receipt; and

c. Conditions Precedent for the Concessionaire

The Concessionaire shall have: -

- i. Prepared a concept plan for the additional development (if required) for the Project and DPR including project cost estimates, including the area statement, block drawings, details of services to be so provided and as incorporated in the concept plan as per the applicable Local Building Bye laws etc. and submit to the Authority for its approval, whereby meeting all the requirements mentioned herein, apart from all other requirements in the DPR and concept plan within a period of 60 days (Sixty days) from the date of signing of Concession Agreement.
- ii. Incorporated the necessary suggestions / amendments proposed by the Authority in its concept plan, within a period of 10 (ten) days from the date of receipt of such suggestions from the Authority and submit again for approval. It is clarified here that the Concessionaire shall not start the construction until and unless the Authority approves the concept and detailed design of the Project again after carrying out necessary amendments, which shall not be unduly delayed.
- iii. Authority should provide true copies (certified as true by the Director of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of the Concession Agreement by the Concessionaire. Further provide the Authority copies (certified as true copies by an authorized officer of the Concessionaire) of the constitutional documents of the Concessionaire.
- iv. Delivered to the Authority, a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into the agreement and the enforceability of the provisions thereof.
- v. Provided an undertaking that all of the Representations and Warranties of the Concessionaire are true and correct as on date of Concession Agreement and as on the Compliance Date and thereafter; submitted safety plans and procedures related to Project.
- vi. Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in clause 4.14 (c) of RFP. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.
- vii. Concessionaire shall obtain all requisite approvals, license, and permissions etc. as applicable to operate and maintain the property from the respective local authorities.

4.15 Obligations to Satisfy Conditions Precedent

- i. Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated in clause 4.14 (a) of RFP and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- ii. The Parties shall notify each other in writing (every week on Monday) about the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied. Upon satisfaction in full of all Conditions Precedent for a Party, the other Party shall forthwith issue to such Party.
- iii. Each Party shall bear its respective costs and expenses of satisfying such Conditions Precedents unless otherwise expressly provided.

4.16 Rights and Use of the Project Site

- i. Pursuant to clause 4.13 of RFP, the Concessionaire shall have access to the Property and to make at its costs, charges and expenses such investigations and development activities and any other activity as may be necessary or appropriate to operate and maintain the Property. However, it is being clarified here that in the event of Termination of Concession Agreement due to non-fulfilment of Conditions Precedent, Authority shall have no liability to make any payment for the activities undertaken by the Concessionaire in the Property.
- ii. Same and except as expressly provided under Concession Agreement, the Concessionaire shall not mortgage, transfer, assign, license or otherwise Encumber the Property throughout the Concession Period.
- iii. The Concessionaire shall not raise any kind of finance or funding in the name of property under any conditions whatsoever. The Concessionaire will be allowed to use the property on 'Right-to-use' basis.
- iv. The Concessionaire shall not without the prior written approval of Authority use the Property for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

4.17 Peaceful Possession

The Authority hereby warrants that the Project Site together with the necessary Right of Way

- a. has been acquired through the due process of law; and
- b. belongs to and is vested in Authority and that Authority has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of Concession Agreement and that the Concessionaire shall, in respect of the Property, have no liability regarding any compensation payment.

5. DETAILS OF PROPERTY

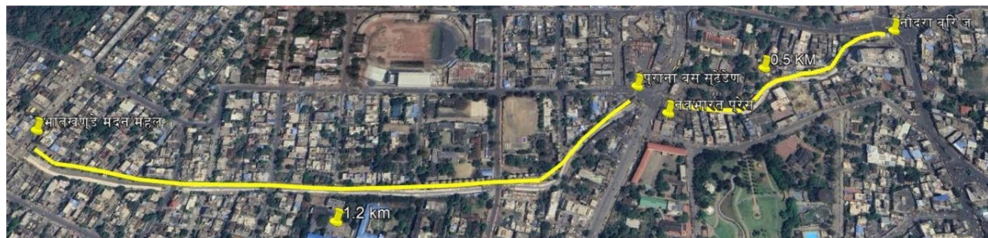
Jabalpur Smart City has created a recreation area with food courts and organized vending spaces and seating areas for the citizens in the centre of the city, where citizens can come and spend quality time with their families in a clean environment. Jabalpur Smart City has made arrangements for walkway, seating space, landscaping and lighting in the area.

Please note that the details about the property mentioned in this RFP are only indicative of the original/actual and bidders are expected to physically verify the details before the submission of the bid.

NMT -1



NMT-2



NMT-3



Obligations:

1. The bidders will be allotted 28 Kiosk (size-9.29 SQMT Per Kiosk) of land as mentioned in the site map to install the Food Court, Food kiosks, ice crème parlour, daily needs products or similar activities etc.. Bidder will ensure that no encroachment will be done by him. Bidder has to limit the kiosks strictly install in allotted land.
2. The bidder can also install the kiosks along the pathway or in the peripheral area with the approval of authority but in any case, the area should not exceed 9.29 sqmt per kiosk.
3. The bidder has to properly maintain the landscaping / vegetation in the NMT-1. NMT-2 & NMT -3
4. The bidder has to ensure safety of premise.
5. The street light installed have to be operate, maintain and safeguarded by the bidder. The regular maintenance of the lights is the responsibility of bidder and the bidder have to repair/replace the lights. Any damage to street light shall have to be repaired/replace by the bidder.
6. The pathway paver blocks installed have to be safeguarded by the bidder. Any damage to pathway paver blocks shall have to be repaired/replace by the bidder.
7. The selected O&M Agency should take the approval of kiosks location & design by the authority before the installation.
8. The selected "O&M Agency (bidder)" will have to maintain and operate the landscaping, plantation, pathway, decorative illumination & lighting and green space.
9. The selected bidder ensure daily swapping and cleaning of the NMT-1. NMT-2 & NMT -3 Install dustbins as per requirement.
10. The selected bidder will ensure daily switching on and off of the lights installed in both the NMTs at appropriate time.
11. Prohibited activities should not be allow in the Kiosk. Also, prohibited/banned items will not be sold from the kiosk. If it is found in any case, immediate action will be taken to terminate the contract by the authority.
12. Watering will have to be done for trees and plants as per requirement at the appropriate time.

6. MINIMUM ELIGIBILITY CRITERIA

6.1 General Eligibility Criteria

6.1.1 The bidder can be an **Individual/Hospitality Operators/ Company/ Partnership firm/consortium other legal entity incorporated/established as per the applicable laws of the country of its origin or any bidder having license from Municipal Corporation / FSSAI or any other Govt. agency to run restaurant business or any other activities as mentioned in clause 6.2 are eligible to apply.**

Or

PWD registered man power/work contract vendors can also apply.

The bidder must submit Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, Udyog Aadhar, etc.)

6.1.2 The bidder should be in existence for **at least 05** years before proposal submission due date.

6.1.3 The bidder should **not be banned or blacklisted** by any government organisation / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid Due Date.

6.2 Technical Eligibility Criteria

The Bidder or any Member of the Bidding Consortium should have minimum 02 (two) Years of experience in

O&M of Food court / Cafeteria/Restaurant

OR

External Manpower Management Proposal

The bidder must submit copy of work orders/agreement and its completion certificates/operation certificate of assignments issued by the client.

Note:

- ☐ In support of the eligibility under the aforementioned clause 6.2, the bidder including consortium (if any) shall submit the work order / Agreement / Completion Certificates along with Period of Operation would be required for Fulfilling the Technical qualification Criteria.
- ☐ **In case of Government projects**, Certificate issued by Principal Employer or his authorized person not below the rank of EE.
- ☐ **For private sector projects**, Work Order/ Agreement/Completion certificate from the employer along with TDS certificate of the respective year.
- ☐ **If project has been done by the bidder for themselves, the bidder should provide a certificate from the “Statutory Auditor” or Chartered Account (CA).**

6.3 Financial Eligibility Criteria:

- i. The Bidder including consortium (if any) should have a **Minimum Average Annual Turnover** of INR 50 Lacs in any of the three years out of last five financial years.
- ii. **Minimum Net worth:** The Bidder including consortium (if any) should have positive Net worth as on (31st March 2024)
- iii. **For e.g.:**
$$(Member\ 1\ Net\ worth) + (Member\ 2\ Net\ worth) = Total\ Net\ worth$$

Note:

- ☐ In support of the eligibility under the aforementioned clause 6.3, bidder shall submit financial statements and certificates duly certified by chartered accountant.
- ☐ Bidder shall submit the Balance Sheet, Profit & Loss Statement and ITR (Income Tax Return) from last five financial years
- ☐ For the purpose of (the “**net worth**”) shall mean, the difference between the assets and liabilities of a person or Share Capital Plus reserves and Surplus of a business.
 - o **In case of partnership firm/ company/ consortium other legal entity** the net worth of applicant shall be considered and net worth of its partners/ directors/ members in their individual capacity shall not be considered.
 - o **Net worth for a business.** Share Capital Plus reserves and Surplus as stated in the balance sheet. The information in the balance sheet may be stated at the original price of the asset or liability, which may differ from the amount at which it could potentially be disposed of.
 - o **Net worth for an individual.** This is a total asset minus total liabilities. The information may be compiled from a number of sources.

7. BID EVALUATION CRITERIA

7.1 Opening of bids

- 7.1.1 The Authority shall open the technical bids online. **All the bidders must make sure that they fulfil the minimum eligibility criteria as mentioned in clause 6 above. Not complying with the minimum eligibility criteria will lead the bidder to disqualification.**
- 7.1.2 The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out in this RFP document. Bidders are required to upload the readable/visible documents. Authority has fully rights to reject any bid if found not visible or readable. The bids received shall be evaluated sequentially in the following steps:
 - ☐ **Stage 1: Test of Responsiveness**
 - ☐ **Stage 2: Evaluation of Technical Bid**
 - ☐ **Stage 3: Evaluation of Price Bid**
- 7.1.3 It is hereby clarified that technical bids of only those Bidder(s) who are responsive shall be considered for evaluation in subsequent Stages.

7.1.4 On evaluation of technical bids, respective assessment towards eligibility criteria shall be conducted. Only those bidders who are found eligible as per the minimum eligibility criteria and score minimum marks as per technical evaluation criteria as per Clause 7.2.3 shall be considered for financial bid opening.

7.1.5 The bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given.

Stage 1: Test of responsiveness

Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this tender. A Bid shall be considered responsive only if:

7.1.6 It is received by the Bid due date including any extensions thereof.

7.1.7 It contains Earnest Money Deposit (EMD) of INR 1,00,000/- (Indian Rupees One Lakh Only) online through website and Non-refundable Tender Fee of INR 10,000/- (Indian Rupees Ten Thousand Only) online through website only. EMD shall be refundable to all unsuccessful bidders and also refundable to successful bidder post submission of Performance Security to the Authority.

7.1.8 It does not contain any condition or qualifications, and it is non-responsive in terms hereof.

Responsive Bids, fulfilling the criteria as given above, shall be evaluated as per Stage 2 given below:

Note: Bidders must take utmost care that the submission made by them shall also adhere to the following:

- It is received as per the formats prescribed in the Schedule 1 of the RFP Document.
- It contains information in formats same as those specified in this RFP Document.

7.2 Stage 2: Evaluation of Technical bids

Only those Technical Bids which are found to be responsive to the requirements would be opened for the evaluation of their Technical Bids for the bidding process. Provided, the bidder is responsive, their technical assessment will be done. After detailed evaluation of technical bids, JSCL shall shortlist the bidder fulfilling the minimum eligibility criteria. Such bidder shall be called **“Technically Eligible Bidder”** and such technically eligible bidder shall only be eligible for Price Bid opening.

7.3 Stage 3: Evaluation of Price bids

“Technically Eligible Bidder”, as given above shall only be eligible for Price Bid opening. The evaluation criteria for Price Bid shall be based on **Highest Annual Rental Fee (H1)** offered by the Bidder to JSCL.

Highest Annual Rental Fee as offered by the eligible bidder in its price bid and accepted by the Authority shall be required to be paid in advance every year which shall be increased by 5% per year on a compounding basis for the duration of the concession period as set out in clause 4.1.7 of this RFP.

7.3.1 Selection of Bidder: The bidder who will quote the “**Highest Annual Rental Fee**” in its price bid and whose bid has been accepted by the authority and has been issued a Letter of Award.

7.3.2 If 2 (two) or more bidders quote the Highest Annual Rental Fee, then Authority, in its sole discretion, may take any measures as it deems fit or selecting the bidder with the higher net worth.

7.4 Other Terms:

7.4.1 If any Bidder is found to be disqualified as per the terms and conditions of the RFP or the Technical Proposal is found to be non-responsive or the bidder does not meet the minimum eligibility criteria, then the Proposal submitted by such Bidder will be rejected.

7.4.2 To determine whether the Bidder satisfies the minimum eligibility criteria, Authority will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which Authority receives from the Bidder upon request by Authority. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Proposal.

7.4.3 Upon completion of evaluation of the Technical Proposals, Authority will notify the Bidders on the date specified, whether they are qualified and eligible for opening of their financial proposal. The Financial Proposals of those Bidders who do not qualify will not be opened.

8. CONSORTIUM

Bidders are allowed to form a consortium for participating in the bid.

8.1 The number of members in a consortium can be a maximum of **2 (two)** members including the **Lead Member**.

8.2 The Proposal should contain all information required for each member of the Consortium.

8.3 The members of the consortium shall nominate one member as the “Lead Member” who shall be the point of contact throughout the bidding process.

8.4 Deleted

8.5 The Lead Member shall have an equity share of at least 51% (Fifty-one per cent) in the Consortium from the date of signing the concession agreement. The nomination(s) shall be supported by a Power of Attorney (PoA), Board resolution, Joint bidding agreement or MoU (on non-judicial stamp paper of relevant value duly notarised) signed by all the other members of the Consortium. The other members in the consortium shall be required to mention the shareholding the in the joint bidding agreement and submit in its technical bid, if found Joint bidding agreement and shareholding (in %) is missing, there Technical bid shall liable to be rejected.

8.6 A member of a Consortium cannot be a member of any other Consortium bidding for the same project.

8.7 Members of the Consortium shall enter into a binding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid.

8.8 Copy of the **Joint Bidding Agreement** (as per Annexure – 8) should be submitted along with the Technical Proposal. The Bidder should include a brief description of the roles and responsibilities of individual consortium members with reference to the requirements under this RFP

9. PERFORMANCE SECURITY AND AGREEMENT

Authority shall issue a Letter of Award (LoA) to the selected bidder post opening of the Price bid as set out in clause 7.3.1. Within 15 calendar days from the date of issue of Letter of Award (LoA), the selected bidder is required to submit a performance security either in the form of an irrevocable and unconditional Bank Guarantee or Fixed Deposit Receipt (FDR) issued from nationalized bank or scheduled bank acceptable to the authority in favour of “**Jabalpur Smart City Limited**” payable at Jabalpur and sign the Concession Agreement with the Authority. The Performance Security shall be for an amount equivalent to the **5% of the contract value** which shall be valid for a period of 24 (Twenty-Four) months as per clause 3.14 and enter into a concession agreement with the Authority. This Performance Security shall be valid initially for 24 (twenty-four) months and thereafter kept valid & effective during the concession period by renewing its validity at least 30 (thirty) days prior to its expiry. The Performance Security should be issued from nationalized bank or scheduled bank acceptable to the Authority. The Performance security shall be applicable as per the relevant notifications of Government of India / Government of Madhya Pradesh at the time of signing the Concession Agreement.

The performance security shall be forfeited at the sole discretion of Authority towards any liquidated damages that may be payable by the selected bidder, under the terms and conditions of the RFP and the concession agreement.

10. CHECKLIST OF SUBMISSION OF TECHNICAL BID

The bidder must submit the following particulars / documents along with the technical bid failing which the bid may be treated as non-responsive:

S. No.	Enclosures to the Technical Bid	Status (Submitted / Not Submitted)	Page Number	Remarks (if any)
1.	Covering Letter (as per Annexure 1) (On Company’s Letter Head)			
2.	Details of Bidder (as per Annexure 2)			
3.	A copy of Registration / Incorporation certificate of company / firm/proof of legal entity/ Any other relevant document in case of Society / Trust or Sole Proprietorship.			

4.	A copy of PAN card of company (as applicable).			
5.	A copy of GSTIN Registration (as applicable)			
6.	Non- Refundable Tender Document Fee of INR 10000/- (Scanned copy to be submitted with Technical Proposal)			
7.	Earnest Money Deposit of INR 1,00,000/- (Scanned copy to be submitted along with Technical Proposal)			
8.	Power of Attorney (on non-judicial stamp paper of Rs 500/-) has to be submitted in technical proposal, duly notarized (as per Annexure 3)			
9.	Letter of Undertaking (as per Annexure 4) (On Company's Letter Head)			
10.	Affidavit cum Declaration for the Authorised Signatory (as per Annexure 5)			
11.	Financial Summary (as per Annexure 6)			
12.	Balance Sheets and Profit & Loss Statements for the last Five Financial years duly certified by Chartered Accountant indicating the Average Annual Turnover and Net worth. (Proof of Net worth Certificate not before 31st March 2021, duly certified by Chartered Accountant)			
13.	Operation & Maintenance Experience Details (as per Annexure 7)			
14.	Experience Certificates for Operation and Maintenance Experience, Work order, Agreement/ completion certificate.			
15.	In case of Consortium, Joint Bidding Agreement (as Per Annexure 8)			

Note:

- a) Bids are to be submitted in online mode only, no other means of submission of bids is allowed.
- b) All the above-mentioned documents shall be submitted online on www.mptenders.gov.in along with the Technical Bids as specified in clause 1 of the RFP document.
- c) All the pages/documents of Technical Bid shall be duly paginated, signed by Authorised Signatory.

- d) The Price Bids shall not be submitted with the Technical Bid. The Price Bids are to be submitted online on www.mptenders.gov.in (as per Schedule – 2). If any bidder submits the Price Bid along with the Technical Bid, his bid shall stand disqualified.

11. SCHEDULES

Envelope 1

Schedule – 1: Format for Technical Copy of receipt generated for payment of Earnest Money Deposit of INR 1, 00,000/- (Indian Rupees One Lakh Only) and Non-Refundable Tender fee of INR. 10,000/- (Indian Rupees ten Thousand Only) (Exclusive of GST) to be submitted online through <https://mptenders.gov.in/nicgep/app>.

Envelope 2

1. Cover Letter (as per **Annexure – 1**)
2. Details of Bidder (as per **Annexure – 2**)
 - A copy of Registration/Incorporation certificate of company or any legal document (in case of society/trust)
 - A copy of PAN of Company
 - A copy of GSTIN Registration
3. Power of Attorney (on non-judicial stamp paper of Rs 500/-) has to be submitted in technical proposal, duly notarized (as per **Annexure – 3**)
4. Letter of Undertaking (as per **Annexure – 4**)
5. Affidavit cum Declaration for the Authorised Signatory (as per **Annexure – 5**)
6. Financial Summary (as per **Annexure – 6**)
 - Balance Sheet and Profit & Loss Statements for the last five financial years duly certified by Chartered Accountant indicating the Annual Turnover and Net worth.
7. Operation & Maintenance Experience Details (as per **Annexure – 7**)
8. Joint bidding agreement (as per **Annexure – 8**) (*In case of consortium*)
9. Experience Certificates for Operation and Maintenance Experience, Work order, agreement/ completion certificate of operations along with detailed capacity plan of facility (showcasing area and layout).
10. Copy of RFP Document and Draft Concession Agreement duly signed and sealed by the Authorised Signatory.

Schedule – 2: Deleted

Schedule – 3: List of Prohibited Activities

The Concessionaire shall not undertake following activities on the Project Site:

- i.** Any Advertising Activity
- ii.** Any activities creating breach of terms and conditions set out in RFP and Concession Agreement
- iii.** Any activities of hazardous nature to environment and the property.
- iv.** Any other Un-lawful activities.
- v.** Activities involving pets and animals.
- vi.** Any activity including for betting or any manner of gambling & Liquor Shop.

Annexures

Annexure – 1

Format for Covering Letter

(Should be furnished by the bidder on their letter head)

Date:

To,

**The Chief Executive
Officer, Jabalpur Smart
City Limited, Manas
Bhawan, Wright Town,
Jabalpur – 482002, M. P**

Re: Request for Proposal for “Selection of an Agency for Operation & Maintenance of NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City Limited, Jabalpur.”.

Dear Sir,

In response to the “**Request for Proposal for Selection of an Agency for Operation & Maintenance of NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City Limited, Jabalpur**” issued by Authority for short listing an agency for developing, operating and maintaining the property (the “Project”) and after going through all the information and terms and conditions given in the Tender document including addendum / corrigendum, we are submitting our Bid for the Assignment.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein is complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the **Technical Bid Due Date**.
2. We acknowledge that Authority will be relying on the information provided in this bid and the documents accompanying such bid for the aforesaid project, and we certify that all information provided in the bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such bid are true copies of their respective originals.
3. All the required documents as per format provided in this RFP document, duly signed, are enclosed.
4. I/We, hereby irrevocably waive any right 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 Bidders, or in connection with the selection process itself, in respect of the above-mentioned Project
5. I/we agree and undertake to abide by all the terms and conditions of the RFP.

6. I/we agree and undertake to abide for construction of any new component/facility 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 period. Any additional construction/ temporary construction shall be allowed only after written permission/ approval from JSCL and /or as per the guidelines followed by Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) for Hotels and restaurants from time to time regarding the same.
7. We also understand that:-
- (i) This bid is for selection of the bidders;
 - (ii) Authority is not bound to accept the bid of any bidder, either in part or in full. If Authority rejects any bid or does not shortlist any bidder, it may do so without assigning any reasons thereof.
 - (iii) This does not entitle us to receive any documents;
 - (iv) Authority has the right to change or alter the details of the project or scope of work;
 - (v) Authority reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the bidding process by any party, change the structure, procedures and timing of the bidding process, alter the terms of participation in the bid process at any stage of the bid process and to suspend or terminate the bid process.

Yours faithfully,

(Signature of Authorized Signatory/representative of Bidder)

(Name, Title, Address, Date)

Annexure – 2

Format for Details of the Bidder

(Should be furnished by the bidder on their letter head)

Sl. No.	Particular	Details
1.	Name of the Bidder:	
2.	Legal Status of the Firm/ Individual: <i>(i.e., Individual/ Hospitality Operators/ Company/ Partnership firm/ other legal entity incorporated/established as per the applicable laws of the country of its origin or others as mentioned in clause 6.2)</i>	
3.	Registered Office Address with telephone, fax, website and email:	
4.	Date of Incorporation: <i>(Please attach copy of certificate of incorporation/ registration)/any other relevant document. PAN Card, GSTIN etc.</i>	
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) <i>(Attach supporting documents such as Company brochures, etc.)</i>	
6.	Details of individual(s) who will serve as point of contact / communication with contact number and email-id	
7.	Has the bidder been barred by the Central / State Govt. or any entity from participating in any project? <input type="checkbox"/> If yes, does the bar subsist on the date of application?	

8.	Has the bidder been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years? <input type="checkbox"/> If yes, please provide the details.	
9.	Nature & details of experience as per clause 6.2 (Please attach relevant documentary evidence)	
10.	Any other details deemed necessary to be provided.	

In case of a Consortium

- a. The information required above (1-4) should be provided for all members of the Consortium
- b. A copy of the Joint Bidding Agreement (as per Annexure – 8) should be attached
- c. Information regarding each member of the Consortium should be provided as per the table below:

	Name of Member	Role *	Percentage of equity to be held in the Consortium

**the role of each member as either Lead member, Technical Member or Other Member*

For and on behalf of:

Organization Seal

Signature:

Name:

Designation

(Authorized Representative and Signatory)

Annexure – 3

Format for Power of Attorney for Signing of proposal

(On Non-Judicial Stamp Paper of Rs 500/-)

POWER OF ATTORNEY

Know all men by these presents, We, _____ (Name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney (hereinafter referred to as “Authorized Representative”) 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 proposal in response to the “**RFP for Selection of an Agency for Operation & Maintenance of NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City Limited, Jabalpur.**” floated by Jabalpur Smart City Limited, Government of Madhya Pradesh (hereinafter referred to as “JSCL”) including but not limited to signing and submission of all documents and providing information/responses to JSCL, representing us in all matters in connection with our Bid for the above said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ Day of 2023.

For _____

(Name and designation of the person(s) with authority to authorize).

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Annexure – 4

Format for Letter of Undertaking

(Should be furnished by the bidder on their letter head)

Date:

To,

**The Chief Executive Officer,
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur – 482002, M. P.**

**Subject: Request for Proposal for “Selection of an Agency for Operation & Maintenance of
NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City
Limited, Jabalpur ..**

Dear Sir,

With reference to this tender, I/We confirm the following:

1. **Declaration for Not Blacklisted:** I/We hereby confirm that our firm has not been banned or blacklisted by any government organisation / financial institution / Court / Public sector Unit / Central Government / State Government / private sector organization as on the Bid Due Date.
2. **Indemnity Undertaking:**
 - a. I / We on behalf of our firm hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines and procedures.
 - b. I / We also declare that our firm will be responsible for any safety violations / accident etc. in the project facilities allotted to me/us as per the Concession Agreement. Authority will not be responsible in case of any accident /incident and will not compensate financially or otherwise. I hereby declare that I am sole responsible on behalf of the firm for giving such declaration.
3. **Anti-Collusion Certificate:** I / We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal

- 1. History of Litigation:** I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in last five years or currently under execution / operation, which may have an impact on providing services under this tender

Year	Award for/ or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____, 2023

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

Note:

1. In case bidders have been banned or blacklisted by any government organisation / financial institution / Court / Public sector Unit / Central Government / State Government / private sector organization as on the Bid Due Date, their bids will not be entertained for evaluation.

Annexure-5

Format for Affidavit cum Declaration for the Authorised Signatory
(On Non-Judicial Stamp Paper of relevant value)

To,

**The Chief Executive Officer,
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur – 482002, M. P.**

I _____ Aged ___ having permanent residence at _____ solemnly affirm that I as the _____ (Post of the Signing Authority) of the _____ (Name of the Company) and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any mis-representation and wrong information.

Solemnly affirmed on this ___ day of 2024

Yours Faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Note:

In case of consortium this declaration shall be signed by all the members including Lead member.

Annexure-6

Format for Financial Summary

(Should be furnished by the CA on their letter head)

This is to certify that _____ (name of the Bidder) has Annual Turnover and Net worth as shown below against the respective/s financial year/s.

Sl.	Particulars	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
1.	Turnover (In INR lakhs)					
2.	Average Annual Turnover for last 5 years (In INR lakhs)					

Net Worth:

Net Worth (In INR) on or before
31st March
2024:.....

Unique Document Identification Number (UDIN) _____

Signature _____

Membership no _____

Designation _____

Name of the Audit Firm _____

FRN _____

(Seal of the firm)

DATE _____

Note:

The Bidder (Both Lead Member & other member (In case of consortium)) shall submit the above Annexure along with Audited Balance sheets, profit and loss Statement etc. in support of the financial data duly certified by statutory auditor/s. In case, bidder does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company

Annexure – 7

Experience in Operation & Maintenance projects as per clause 6.2

S. No	Project Title	Location	Name of the Client / Owner	Duration (From – to till date)	Completion date / operational	Facilities available (Hotel, Restaurant etc.)
1.						
2.						
3.						
4.						
5.						
6.						

Note:

The claimed experience shall be supported by documentary evidence i.e. work order, Agreement / completion certificate or any other relevant proof.

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Annexure – 8

Draft Format for Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of20.....

AMONGST

- i. **M/s _____ (name of bidder) {Company/ Partnership firm/ Societies/Trusts/Proprietorship/ or any other entity as mentioned in clause 6 of RFP}** and having its registered office at..... (Hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

- ii. **M/s _____ (name of bidder) {Company/ Partnership firm/ Societies/Trusts/Proprietorship/ or any other entity as mentioned in clause 6 of RFP}** and having its registered office at (Hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST Party and SECOND Party are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

A. THE _____ (Name of the Authority), established under _____ represented by its _____ and having its principal office at _____ (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **“Bids”**) by its RFP No. _____ dated _____(the “RFP”).

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Technical Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Consortium

- 2.1** The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2** The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Deleted

4. Role of the Parties

Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Date of signing of Concession agreement.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions of the RFP and Concession Agreement, till the duration of the concession Period as specified in the RFP.

6. Shareholding in the Consortium

- a.** The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party: _____ (in %)

Second Party: _____ (in %)

- b.** Deleted.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interest, charges or Encumbrances or obligation to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business or such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the concession period of the Project and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the agreement will stand terminated in case the Lead Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- a. The Joint Bidding Agreement shall be governed by laws of {India.}

- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by: (Signature) Name: Designation: Address:	For and on behalf of SECOND PART by: (Signature) Name: Designation: Address:
---	---

Note:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- 2. Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Annexure – 9

Format for Bank Guarantee (Performance Security)

(Should be furnished on requisite stamp paper)

This Deed of Guarantee is made on this _____ day of _____, 2023 at

_____ by _____ Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at _____ and inter alia an operational Branch Office at _____, (hereinafter referred to as “**the Bank**” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of ‘**Jabalpur Smart City Limited**’ (hereinafter referred to as “**JSCL**” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, JSCL has undertaken the process of competitive bidding for selection of an Agency for providing services related to “**Selection of an Agency for Operation & Maintenance of NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City Limited**” for which purpose JSCL issued a Request for Proposal (“**RFP**”) inviting Bids from the Bidders to execute the Scope of Work specified therein (“**Project**”);

WHEREAS, [name of Bidder] (hereinafter called “**the Bidder**”) has submitted his Bid dated [date] for the implementation of the Project (hereinafter called “**the Bid**”).

1. [name of the Bank] at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to **JSCL** an amount of Rs. (Rupees only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or

protest and without any reference to the Bidder or any other person and irrespective of whether the claim of JSCL is disputed by the Bidder or not, merely on the first demand from JSCL stating that the amount claimed is due to JSCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees only).

4. We, the Bank, further agree that **JSCL** shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of **JSCL** that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between **JSCL** and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, JSCL shall be entitled to treat the Bank as the principal debtor. JSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Invitation by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to JSCL, and the Bank shall not be released from its liability under these presents by any exercise by JSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of JSCL or any indulgence by JSCL to the said Bidder or by any change in the constitution of JSCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to *[name of Bank along with branch address]* and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for JSCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which JSCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of JSCL in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupeesonly). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof,

13. This Guarantee will remain in force up to 180 (One hundred and eighty) days from the Due Date (inclusive of due date) for submission of the Bid, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between JSCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

14. The jurisdiction in relation to this Guarantee shall be the Courts at Jabalpur, Madhya Pradesh and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on _____/Power of Attorney dated [.....]

Authorized Signatory

Name:

Designation:

In the presence of:

1.

2

NB: JSCL should be able to invoke this Bank Guarantee at any branch of the Bank located at Jabalpur.

Annexure – 10

Pre-bid Query Format

Interested parties shall submit their queries in the following format

SI. No	RFP clause No. / Page No.	RFP Clause Details	Query / Clarification sought

Note:

Bidders shall submit their query in soft copy (in word / excel format only) to ceojscj@mpurban.gov.in and arpit.nema@jscjjabalpur.org on or before the pre bid query submission due date mentioned in this RFP.

12. DRAFT CONCESSION AGREEMENT

Draft Tripartite Concession Agreement

This **TRIPARTITE CONCESSION AGREEMENT** is entered into on this the day of _____ (month), _____ (year) at Jabalpur

BETWEEN

- I. Jabalpur Smart City Limited (JSCL) having its office at Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh - 482002 (hereinafter referred to as the "**Authority**" or "**JSCL**", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the FIRST PARTY;

AND

- II. Jabalpur Municipal Corporation (JMC) having its office at, Near Teen Patti Chowk, Wright Town, Jabalpur, Madhya Pradesh, India - 482002 (hereinafter referred to as the "**JMC**", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the SECOND PARTY;

AND

- III. **M/s _____ (name of concessionaire) {Individual/ Hospitality Operators/ Company/ Partnership firm/ other legal entity incorporated/established as per the applicable laws of the country of its origin or any bidder having license from Municipal Corporation / FSSAI or any other Govt. agency to run restaurant business or any other activities as mentioned in clause 6.2 of RFP }** having its registered office at _____ (hereinafter referred to as the "Concessionaire" or "Selected Bidder", which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assigns and substitutes) of the THIRD PARTY;

Whereas;

- I. The Authority (hereinafter referred to as both the "**Authority**" (had developed/restored the property at _____ along with allied Infrastructure at _____(Address of the property) basis in accordance with the terms and conditions set forth in this Concession Agreement.
- II. The Authority had accordingly invited proposals by its Request for Proposal No. _____ Dated _____ 2023 (the "Request for Proposal" or "RFP") for

“Selection of an Agency for Operation & Maintenance of NMT-1 and NMT-2 Recreation Area developed by Jabalpur Smart City Limited”

- III. Authority evaluated the Technical & Price Bids submitted by all Bidders who met the Minimum Eligibility Criteria as specified in the RFP document and accepted the Proposal/Bid submitted by M/s _____(Single/ Individual Bidder/Company)and a Letter of Award, bearing No. _____ Dated was issued to the successful bidder.
- IV. As per the terms and conditions of the RFP Document, the Selected Bidder shall be responsible for Signing of the Concession agreement or as per RFP conditions to operate and maintain the Project and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LoA for operation and maintenance of the Project.
- V. The Authority, has accordingly agreed to enter into this Concession Agreement with the Concessionaire for **“Selection of an Agency for Operation & Maintenance of NMT-1, NMT-2 and NMT-3 Recreation Area developed by Jabalpur Smart City Limited”** subject to and on the terms and conditions set forth in the RFP.
- VI. Authority acknowledges that as on this day, the Concessionaire has submitted an unconditional and irrevocable Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) for a value of **INR _____ (Indian Rupees only)** as Performance Security for the Concession Period as per clause of the RFP.
- VII. **Grant of rights to Concessionaire**
- a. Subject to and in accordance with the terms and conditions set forth in this RFP, the Applicable Laws and Applicable Permits, the Authority hereby authorises the Concessionaire to invest, finance, equip, commission, operate, market, maintain and manage the Project during the Term of this RFP and Concession Agreement.
 - b. For the purpose of operation and maintenance of the Project, Authority inter alia grants to the Concessionaire all the rights, powers, benefits, privileges, authorisations and entitlements, to utilise the Project Site for the purposes of the Project, and to further undertake the development, construction and improvement therein or thereon, as may be necessary or appropriate to manage the Project and the right to demand and collect User Charges from the Users of the Project / Property with prior written approval from the authority in accordance with the provisions of Concession Agreement.

- c. Subject to the terms of Concession Agreement and other relevant provisions under Applicable Laws, the Concessionaire shall have the right to enter into agreements with such Persons, as it may deem necessary and appropriate, for performing its obligations under Concession Agreement.
- d. During the Concession Period, the Concessionaire shall have right to develop, implement, operate & maintain the various activities in accordance with the provisions of Concession Agreement

VIII. Acceptance by Concessionaire

In consideration of the rights, privileges and benefits conferred upon by Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

IX. Access to Project Site

Within 30 (Thirty) days from the date of signing of Concession Agreement, Authority shall have provided to for the Concessionaire the Right to the Project Site in accordance with the provisions of clause 4.16 of RFP.

X. Conditions Precedent

- a. Save and except as may otherwise be expressly provided herein, the respective rights and obligations of the Parties under Concession Agreement shall be subject to the satisfaction in full of the condition's precedent ("**Conditions Precedent**") as set out in clause 4.14 (b) of RFP and clause 4.14 (c) of RFP on or before the expiry of a period of 30 (Thirty) days from the date of signing of Concession Agreement.

b. Conditions Precedent for the Authority

The Authority shall:

- i. Have provided to the Concessionaire the Right of Way to the Property in accordance with the provisions of clause 4.16 of RFP. It is however clarified that this Conditions Precedent on the part of the Authority shall be fulfilled at the end, when all other Conditions Precedent of both the Parties are met/fulfilled;
- ii. Constitute an Approval Committee for the approval of DPR, concept and design of the Project, to be developed by the Concessionaire (if any). Authority must give comments/ observations (if any) to the DPR, concept plan & design submitted by the Concessionaire under clause 4.14 (c) (i) of RFP, within a time period of 20 (twenty) days from the date of its receipt. Failure to do so will be considered deemed approval of the DPR, concept plan by the Authority;
- iii. Give approval to the amended concept plan & design within 10 (ten) days from the date of its receipt; and

c. Conditions Precedent for the Concessionaire

The Concessionaire shall have: -

- i. Prepared a concept plan for the additional development (if required) for the Project and DPR including project cost estimates, including the area statement,

block drawings, details of services to be so provided and as incorporated in the concept plan as per the applicable Local Building Bye laws etc. and submit to the Authority for its approval, whereby meeting all the requirements mentioned herein, apart from all other requirements in the DPR and concept plan within a period of 60 days (Sixty days) from the date of signing of Concession Agreement.

- ii. Incorporated the necessary suggestions / amendments proposed by the Authority in its concept plan, within a period of 10 (ten) days from the date of receipt of such suggestions from the Authority and submit again for approval. It is clarified here that the Concessionaire shall not start the construction until and unless the Authority approves the concept and detailed design of the Project again after carrying out necessary amendments, which shall not be unduly delayed.
- iii. Authority should provide true copies (certified as true by the Director of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of the Concession Agreement by the Concessionaire. Further provide the Authority copies (certified as true copies by an authorized officer of the Concessionaire) of the constitutional documents of the Concessionaire.
- iv. Delivered to the Authority, a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into the agreement and the enforceability of the provisions thereof.
- v. Provided an undertaking that all of the Representations and Warranties of the Concessionaire are true and correct as on date of Concession Agreement and as on the Compliance Date and thereafter; submitted safety plans and procedures related to Project.
- vi. Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in clause 4.14 (c) of RFP. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.
- vii. Concessionaire shall obtain all requisite approvals, license, and permissions etc. as applicable to operate and maintain the property from the respective local authorities.
- viii. Deleted

XI. Obligations to Satisfy Conditions Precedent

- i. Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated in clause 4.14 (a) of RFP and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- ii. The Parties shall notify each other in writing (every week on Monday) about the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied. Upon satisfaction in full of all Conditions Precedent for a

- Party, the other Party shall forthwith issue to such Party.
- iii. Each Party shall bear its respective costs and expenses of satisfying such Conditions Precedents unless otherwise expressly provided.

XII. **Rights and Use of the Project Site**

- i. Pursuant to clause 4.13 of RFP, the Concessionaire shall have access to the Property and to make at its costs, charges and expenses such investigations and development activities and any other activity as may be necessary or appropriate to operate and maintain the Property. However, it is being clarified here that in the event of Termination of Concession Agreement due to non-fulfilment of Conditions Precedent, Authority shall have no liability to make any payment for the activities undertaken by the Concessionaire in the Property.
- ii. Same and except as expressly provided under Concession Agreement, the Concessionaire shall not mortgage, transfer, assign, license or otherwise Encumber the Property throughout the Concession Period.
- iii. The Concessionaire shall not raise any kind of finance or funding in the name of property under any conditions whatsoever. The Concessionaire will be allowed to use the property on 'Right-to-use' basis.
- iv. The Concessionaire shall not without the prior written approval of Authority use the Property for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

XIII. **Peaceful Possession**

The Authority hereby warrants that the Project Site together with the necessary Right of Way

- i. has been acquired through the due process of law; and
- ii. belongs to and is vested in Authority and that Authority has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of Concession Agreement and that the Concessionaire shall, in respect of the Property, have no liability regarding any compensation payment.

XIV. **"Concession Period"**

- i. The Concession Agreement shall be valid and binding on the parties throughout the concession period from the date of signing of Concession Agreement. Initially the concession period is for **05 (Five) years**, from the appointed date, a one-time rent-free fit-out period not more than 60 days shall be provided. In that case the Concession period shall be 05 years + 60 days from the date of signing of the Concession agreement. Period of 60 days shall begin from the date of handover of the property to the concessionaire that may be further extended up to **05 (five) years** subject to mutual agreement between the authority and selected bidder or until prior termination of the Concession Agreement, as the case may be.
- ii. The concessionaire shall begin the handover process of the property on **as-was-where-was** basis to the Authority, six (6) months prior to the completion of the initial concession period of 05 (Five) years, the concessionaire shall have to apply for renewal/ extension of concession period in writing to the authority. The

Concessionaire and the Authority may mutually agree to extend the concession period up to 05 (Five) years. After receiving the application of renewal/ extension the Authority will decide either to accept or reject the renewal request within one (1) month as the case may be. If in case of non-acceptance of renewal/ extension, the concessionaire has to rectify all the defects and wear & tear of the property in the remaining last 5 months of the initial concession period. During the last 5 months of the rectification process, the concessionaire shall be allowed to run the property and generate revenue till the last day of the concession period and hand over the property on the last day in **as-was-where-was** condition.

- iii. Upon expiry of the Concession Period as per clause 4.1.8 of RFP, the Concessionaire shall peacefully handover back the property and its facilities along with Transfer of Assets to the Authority.
- iv. Without prejudice to the foregoing, Concessionaire agrees to indemnify and keep indemnified the Authority from and against all actions, proceedings, losses, damages, liabilities, claims, costs and expenses whatsoever which may be sustained or suffered by the Authority as a result of any actions or omissions of the Concessionaire prior to the transfer of the given Assets. It is expressly understood by the Parties that this Article shall survive the termination or expiry of Concession

In pursuance to the above, Authority is executing this Agreement to grant the permission to the Concessionaire to operate & maintain the project and its facilities at , Jabalpur (MP)

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the Annual Rental Fees to be made by the Concessionaire to the Authority as hereinafter mentioned, the Concessionaire hereby covenants with the Authority to operate and maintain the project and remedy any defects therein in conformity in all aspects with the provisions of the contract;
3. The Concessionaire hereby covenants to pay the Annual Rental Fee to the Authority in consideration of the operation and maintenance of the project and the remedying the defects wherein Annual Rental Fees or such other Sumas may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract;
4. If, in case Jabalpur Smart City Ltd. (JSCL) is dissolved, the Concessionaire has to operate and maintain the project as defined in the RFP document along with all terms & conditions throughout the Concession period of the project and handed over to Jabalpur Municipal Corporation (JMC) after the completion of the concession period. In such scenario the JMC shall have full right to exercise all the power of Authority as defined in RFP.
5. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Award;
 - ii. Letter of Acceptance;
 - iii. Terms and conditions of the RFP and;
 - iv. Any other documents listed in the RFP document as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Authority _____

Binding Signature of Concessionaire _____

The Concessionaire shall not undertake following activities on the Project Site:

- i. Any activities resulting air and noise pollution to the property.
- ii. Any activities creating breach of terms and conditions set out in RFP and Concession Agreement
- iii. Any activities of hazardous nature to environment and the property.
- iv. Any other Un-lawful activities.
- v. Activities involving pets and animals.
- vi. Any activity including for betting or any manner of gambling.

-:End of Document:-