

**Request for Proposal (RFP)**  
**For**  
**Selection of Concessionaire for Operation &**  
**Maintenance (O&M) of various activities at Sanskriti**  
**Theatre, Jabalpur**



**NIT No. JSCL/2025/25/ADM/02      dated 10/01/2025**

**Jabalpur Smart City Limited (JSCL)**  
**Manas Bhawan, Wright Town,**  
**Jabalpur, Madhya Pradesh - 482002**  
Website: <http://jscljabalpur.org>

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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### **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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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**CONTENTS**

1. Background and Other Information .....	5
2. Definitions.....	7
3. Instructions to Bidders.....	9
4. Terms & Conditions.....	13
5. Details of Property .....	30
6. Minimum Eligibility Criteria .....	35
7. Bid Evaluation Criteria.....	37
8. Consortium .....	39
9. Performance Security and Agreement .....	40
10. Checklist of submission of Technical Bid.....	41
11. Schedules .....	43
12. Annexures.....	46
13. Draft Concession Agreement.....	64

## **1. BACKGROUND AND OTHER INFORMATION**

“**Sanskriti Theatre**” (hereinafter referred to as “**Property**”) has been constructed near **Bhawartal Park** under **Jabalpur Smart City Limited**. The purpose of which is to promote and appoint an Event Management Firms / Concessionaire/ Individual/ Hospitality Operators/ Company/ Partnership firm/ other any other legal entity incorporated/established as per the applicable laws of the country of its origin to encourage individuals, groups, institutions associated with various arts and culture of the city. This area is best suited for multi-purpose theatre, convention centre, and various art & cultural performances as it lies between **Bhawartal Park, Culture Street and Rani Durgavati Museum**.

The Theatre has been constructed by Jabalpur Smart City Limited on Jabalpur Municipal Corporation owned land and the area comes under the ABD of the Smart City project.

The Theatre has an auditorium to seat 220 peoples and OAT (Open Air Theatre) to conduct various related events, green room for the preparation of artists, OAT attached to the vortex, garden on the roof of the auditorium, three shops, offices for operating the theatre and other facilities have been developed.

This Sanskriti Theatre can be used for various ***cultural and art related activities, Multi-purpose theatre, Marriage functions, conference hall, singing shows, dancing shows, music bands, kavi sammelan, mushayra, talent shows, magic shows, fashion shows, film festivals/club, painting exhibitions, social gatherings, meditation camps, trade shows/expos, product launches, year-end functions, corporate board meetings, workshops, book my show, convention centres and any other new activities/events*** (i.e. over and above the listed ones) or private events shall need one time approval from the authority to ensure fit to the theme or any similar activities mentioned above.

The Jabalpur Smart City Limited (JSCL) herein known as “**Authority**” invites online proposals for “**Selection of Concessionaire for Operation Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur**” from eligible bidders having operation and maintenance (O&M) experience and as a part of this endeavour. The Authority has decided to appoint an Event Management Firms /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 other activities as mentioned in clause 6.2 of this RFP are eligible to apply to Operate & Maintain Sanskriti Theatre, Jabalpur.

Land as well as property is owned by Jabalpur Municipal Corporation (JMC) and developed by Jabalpur Smart City Limited (JSCL).

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**Table no. 1**

**Details and important dates:**

Bid issue date	10/01/2025
Pre bid meeting	20/01/2025 at 3.00 PM
Last date and time for submission of Queries (through email)	20/01/2025
Last date and time of online submission of bid	11/02/2025 till 05:30 PM
Date and time of opening of technical bid	12/02/2025
Place of Bid Opening	Office of Jabalpur Smart City Limited, Jabalpur
Address of opening of bids and Pre-bid meeting	Office of Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh- 482002
Tender Fee	INR 15,000/- (Indian Rupees Fifteen Thousand Only) (Exclusive of GST) to be submitted online through <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>
Earnest Money Deposit (EMD) / Bid Security	INR 2,00,000/- (Indian Rupees Two Lakh Only) to be submitted online through <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>
Address for communication	To, <b>Chief Executive Officer,</b> <b>Jabalpur Smart City Limited (JSCL), Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh- 482002</b> Email: <a href="mailto:ceojscl@mpurban.gov.in">ceojscl@mpurban.gov.in</a> , <a href="mailto:arpit.nema@jscljabalpur.org">arpit.nema@jscljabalpur.org</a>

**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](http://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 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 price bid shall not be submitted with the technical bids. If price 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

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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 between JSCL, JMC and Selected Bidder.
- d. **“Concession Period”** is the period commencing from the date of signing of Concession Agreement. Initially the concession period is for **15 (Fifteen) years** that may be further extended up to **15 (Fifteen) years** subject to mutual agreement and Right of First refusal between the authority and selected bidder or until prior termination of the Concession Agreement, as the case may be.
- e. **“Bank”** Bank shall mean any nationalized bank, or a scheduled bank within Reserve Bank of India Act, 1934;
- f. **“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;
- g. **“Bidding Process”** shall mean the entire process commencing from the uploading of the tender documents, pre-bid meeting, technical and financial 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)
- h. **“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 other activities as mentioned in clause 6.2 are eligible to apply.
- i. **“Bid Due Date”** shall mean the last date for submission of Bids,
- j. **“Business Day”** shall mean such day on which the offices of the MP Government are open for work;
- k. **“Operation Date”** means the date on which the operations of the project facilities get commenced by the selected bidder **on or before a maximum duration of 30 days** (decided mutually by the Authority and selected bidder) from the date of signing of the Concession Agreement;

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- l. **“Conflict of Interest”** shall have the meaning set out at Clause 3.21;
- m. **“Earnest Money Deposit”** or **“EMD”** shall mean an amount of **INR 2,00,000/- (Indian Rupees Two lakh only)** to be submitted online by the bidder along with its bid for the project.
- n. **“Annual Rental Fee”** shall mean the amount quoted by the selected bidder in its price bid.
- o. **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 4.1.57 (d).
- p. **“Letter of Award”** or **“LoA”** shall mean the letter issued to the selected bidder by Authority
- q. **“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.
- r. **“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;
- s. **“Property”** shall mean the Sanskriti Theatre developed by the Authority having an area of about **2020 sq. mt (21734 sq. ft.)** located at Cultural Street, Near Bhawartal Garden, Napier Town, Jabalpur as explained in **Clause 5 (Details of the Property)** of this RFP document;
- t. **“Project Cost”** shall mean the cost of the project in INR 12,96,00,000/- (Indian Rupees Twelve Crores Ninety-Six Lakhs Only).
- u. **“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;
- v. **“Eligibility Criteria”** shall mean the Criteria as set out in **Clause 6 (Minimum Eligibility Criteria)**, that are to be satisfied by the Bidder;
- w. **“Tender”** shall mean this RFP document and the draft Concession Agreement.
- x. **“Tender Fee”** shall mean an amount of INR 15,000/ - (Indian Rupees Fifteen Thousand Only) (Exclusive of GST) to be paid online by the bidder;
- y. **“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;
- z. **Sanskriti Theatre** for this tender document means the property developed by JSCL located at Cultural Street, Near Bhawartal Garden, Napier Town, Jabalpur, which includes:
- **Auditorium:** An Auditorium of area about 420 Sqmt. (4519.2 Sq.ft.). An auditorium is a room designed specifically for the purpose of hosting a performance or a large meeting. A large room with rows of decliner resting



## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

chairs of capacity more than 220 pax. and often a stage which is used for various cultural and art related activities, multi-purpose theatre, Marriage functions, conference hall, convention centres etc. and has inbuilt Bose Speakers for enhanced theatre experience along with centralized Air-conditioning and Lightning system complete in all respect. Backstage area (Green Room includes changing room and washrooms) of about 220 Sqmt, (2367 Sq.ft.) in the ground floor and 218 Sqmt, (2345 Sq.ft.) in the first floor.

- **Open Air Theatre:** An OAT have a circular arrangement of raised seating looking into a stage available at the property to conduct any concert performances and other similar activities in open air with a capacity of 150 to 200 persons (approx.). The area of OAT is around 360 Sqmt. (3874 sq.ft).
- **Shops:** There are 3 nos. of Shops provided for multi-purpose use of area of 68 Sqmt. (732 Sq.ft.)
- **Terrace garden:** A Terrace Garden is on upside of theatre and can be used for restaurant and some others functions
- **Pre-Function Foyer:** A lobby area of around 1590 Sqmt. (17108 Sq.ft.) includes offices (3. Nos.), service area with complete furniture for using management work for theatre employees.
- **VIP Room:** There is a waiting hall for VVIPs & VIPs with a capacity of 50 peoples and other chief guests along with changing room and attached toilets
- **Miscellaneous:**
  - Pump Room
  - Pantry
  - Waiting room
  - AHU Unit
  - Domestic Tank and Fire Tank
  - Entrance Court
  - Fire Fighting system
  - Lift lobby
  - Tickets Counters
  - Light and sound control room

**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 project having support of professional staff with proven track record who / which fulfill the requirements.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**3.2** Tender can be downloaded from the websites: (i) <https://mptenders.gov.in> (ii) [www.jscljabalpur.org](http://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 in the website <https://mptenders.gov.in> and are required to submit their bids online only on the website as mentioned in this RFP. **The price bid shall not be submitted with the technical bid. If price 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](mailto:ceojscl@mpurban.gov.in) and [arpit.nema@jscljabalpur.org](mailto:arpit.nema@jscljabalpur.org) till the date of the pre-bid meeting as specified in table no. 1 of this RFP. 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 – 9** 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-grzy-hms>  
Or dial: (US) +1 662-532-9056 PIN: 783 448 490#  
More phone numbers: <https://tel.meet/xpi-grzy-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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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 Price Bid shall not be submitted with the Technical Bid. If Price 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 clause 3.14 below.
- 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 30 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 Fees 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:**

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**Table no. 2**

<b>Year</b>	<b>Annual Rental Fee</b>	<b>To be paid by the concessionaire</b>
For 1 <sup>st</sup> Year	As per the amount quoted by selected bidder in his price bid.	Within 15 days from the date of signing of Concession Agreement.
From 2 <sup>nd</sup> year onwards till the duration of concession period.	With an increment of 5% in the previous year annual rental fee	On or before 30 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 nationalized bank or 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 3% 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 in case, they withdraw their bid after their technical bid opening or after technical bid has been accepted, or
  - ii. If 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 in case, they conceal any material information or make incorrect and misleading statements or misrepresent facts in their bid, or
  - iv. If in case, 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 also 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.

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- 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 & CONDITIONS**

### **4.1 General**

- 4.1.1** The Concessionaire shall be handed over the movable and immovable assets (“Project Assets”) at Sanskriti Theatre on “**as-is-where-is**” basis. The property was developed by Jabalpur Smart City Limited as a step to operate and maintain the Sanskriti Theatre for various Cultural and art related activities, Multi-purpose theatre, Marriage functions, conference hall, singing shows, dancing shows, music bands, kavi sammelan, mushayra, talent shows, magic shows, fashion shows, film festivals/club, painting exhibitions, social gatherings, meditation camps, trade shows/expos, product launches, year-end functions, corporate board meetings, workshops, book my show, convention centres and any other new activities/events (i.e. over and above the listed ones) or private events shall need one time approval from the authority to ensure fit to the theme or any similar activities mentioned above. If in case there is delay in the approval request, within 30 days from the date of its receipt will be considered deemed approved.
- 4.1.2** Any development, for improvement or providing any additional activities on first floor (Terrace Garden), concessionaire is allowed to develop the property throughout the concession period and in case of restaurants all facilities/services

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

provided/permitted at hotels/ restaurants of Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) are to be followed after signing of the concession agreement. The Concessionaire shall maintain the facilities created in good condition. The Concessionaire shall be liable to bring any 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 Sanskriti Theatre 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. Concessionaire shall be responsible for maintenance of the complete property in good condition for the entire duration of the concession period.
  - d. The Development (improvements / repairs / installations / modifications) as proposed and implemented by the Concessionaire shall be as per the applicable guidelines, rules, and regulations.
  - e. The cost towards development / improvements / repairs/ installations / modifications etc. for the project shall be borne by the Concessionaire only. **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 property only. The Concessionaire shall be allowed to run the property in their name or may assign its own brand name to the property after due approval from JSCL or

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

Competent Authority. The Concessionaire shall be responsible to put up proper signage clearly mentioning the 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 paid on time. In the event of annual rental fee not paid on time or delayed as stipulated above:

- 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 and Performance security 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 the 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**

<b>Milestones</b>	<b>Timelines</b>
Issue of LoA	T0
Submission of Performance Bank Guarantee (PBG) and Agreement signing	T0+ 15 days
Payment of 1 <sup>st</sup> year Annual Rental Fee	T0 + 30 days
Takeover of property premise/site	T0 + 45 days

**4.1.6** The selected bidder should take over the project site within 45 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, development (including major repairs & maintenance) is required (as explained in the Clause no. 4.1.1 above, Selected bidder will be required to indicate a time frame (to be mutually agreed between Authority and selected bidder and not exceeding 180 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 price 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 Table no. 3 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 **15 (Fifteen) 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 **15 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. the concession period may be further extended up to 15 (Fifteen) 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 end of initial concession period of **15 (Fifteen) years**, Concessionaire shall have to apply for renewal/ extension request in writing to the Authority. The Concessionaire and the Authority may mutually agree to extend the concession period for up to **15 (Fifteen) years**. Within one (1) month from renewal request, the Authority will decide either to accept or reject the renewal request as the case may be. If in case of non-acceptance, the concessionaire has to rectify all the defects and wear & tear of the property in remaining last 5 months of initial concession period. During the last 5 months of rectification process the concessionaire shall be allowed to run the property and generate revenue till the last day of concession period and handover the property on the last day on **as-was-where-was** condition.
- c. Upon expiry of the Concession Period as per clause 4.1.8 of RFP, the Concessionaire shall peacefully surrender and yield the Project Site and the Project Facility along with Transfer 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 Transfer Assets. It is expressly understood by the Parties that this Article shall survive the termination or expiry of Concession.



**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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- 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 3% 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 one (1) month 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.
- 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** All applicable existing and future from the Operation Date taxes/charges/fees, property tax, municipal (corporation) Tax, stamp duty, registration charges, Goods and Service tax/legal documentation charges, insurance charges and any other charges(if any) in respect of this Project as may be due and payable pursuant to Applicable Laws, shall be paid on the priority basis by the concessionaire on time.
- 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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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 holes 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 property premises at any time. Proper authorization letter shall be given to the person every time who will be authorized to inspect the premise.
- 4.1.19** The furniture and facilities created over the land parcel, by the Concessionaire, shall be insured by the Concessionaire against natural disaster and non-natural hazards/perils.
- 4.1.20** The Concessionaire shall not encumber the Project site under consideration by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Concessionaire shall be allowed to provide space to other vendor for food services only which to be installed within the property. All liabilities regarding food services shall be that of the Concessionaire only. 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 (Sanskriti Theatre) under any conditions whatsoever. The Concessionaire will only be allowed to use the property on **'Right-to-use'** basis.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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**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 and Performance security submitted in the form of Bank guarantee/FDR 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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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. Facilities/services provided/permitted at hotels/ restaurants of Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) are to be followed by the concessionaire.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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- 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.
- 4.1.36** Concessionaire shall appoint experienced Technical Staff for acoustic and Electrical equipment's installed in the property. Any damage to the equipment's installed in the property concessionaire shall be solely responsible for any repair and maintenance for the same.
- 4.1.37** Construction of any new component/facility (if any) 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.
- 4.1.38** All planning, designing and other interventions shall be done with prior approval from JSCL, or competent authority within JSCL.
- 4.1.39** The Concessionaire shall pay, in a timely manner, all taxes, duties, levies and other charges in respect of the operation and maintenance of the property and its business, including but not limited to income tax, Goods and Services Tax (GST), excise duty, customs duty that may be levied, claimed, or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project.
- 4.1.40** The Concessionaire shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Concessionaire and agents during the operation of the project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.
- 4.1.41** The Concessionaire shall be liable for all hazardous, dangerous, and other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property.
- 4.1.42** The Concessionaire shall arrange, procure, and provide, at its cost, all the infrastructure facilities, services and requirements, all goods, materials,

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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consumables, and other requisites necessary for the operation, and maintenance of the Property during the concession period.

- 4.1.43** The Concessionaire shall make available all necessary financial, managerial, technical, and other resources for effective operation & maintenance of the Project.
- 4.1.44** 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.
- 4.1.45** 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 implementation, operation and maintenance of the Project.
- 4.1.46** 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.
- 4.1.47** The Concessionaire shall be required to state their investment plan before operation & maintenance of the Project.
- 4.1.48** The Concessionaire shall create an adequate waste disposal system for management and disposal of the waste generated during the operation & maintenance of Project.
- 4.1.49** 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.
- 4.1.50** The Concessionaire shall be responsible for providing adequate safety & security to the visitors/end users visiting the Property.
- 4.1.51** The concessionaire shall also promote and support the local performing artists and arts organizations.
- 4.1.52** During the concession period the operator shall be responsible for the entire operations of the Sanskriti Theatre; staffing including management, operation & technical, marketing & promotion, custodial, ticket sales and security and parking.
- 4.1.53** The Concessionaire shall also identify new revenue generating activities to maximize the offerings of the Sanskriti Theatre.
- 4.1.54** To provide integrated facility management i.e. up-keeping, housekeeping, E&M services, Pest Control services, security services.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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**4.1.55** Obtain & maintain all necessary licenses, permits and other consent applicable to its operation on the premises;

**4.1.56** Provide management for all events at the theatre including oversight of sound, lighting, and crowd control;

**4.1.57 Special Condition:**

**(a)** In case Jabalpur Smart City Ltd.(JSCL) is dissolved, the Concessionaire has to successfully implement 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 at hotels/ restaurants of Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC).

**(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 47, 70,382/- (Rupees Fourty Seven Lakhs Seventy thousand and Three hundred Eight Two Only) per annum (GST Extra).** 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 have the right to forfeit the EMD of such bidder.

**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

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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, covid-19, quarantine and plague; Pandemic situation;
- d. Earthquake, fire, flood or cyclone, or other natural disaster.

**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



**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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;

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- 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 persons 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 under 4.1.28, 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 commence the operation and maintenance of the project within 30 days from the date of signing of agreement, if during the concession period any activity is not operational for a period of more than 15 calendar days a suitable amount of penalty i.e. **(0.5% per week of annual rental fees subject to maximum of 10%)** shall be charged.
- b) If the selected bidder fails to pay the annual rental fees, Authority will impose fine/penalty of an amount equivalent to 2% from the respective year's total amount of annual rental fees. Forfeiture of performance security 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.
- c) 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.

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

### **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. A proposal valid for a shorter period shall be rejected as non-responsive.

### **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 concession Agreement, the Applicable Laws and Applicable Permits, the Authority hereby authorises the Concessionaire to invest, finance, design, engineer, construct, equip, commission, operate, market, maintain and manage the Project during the Term of 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 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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- d. During the Concession Period, the Concessionaire shall have right to develop, implement, operate & maintain the Sanskriti Theatre 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 Project Site 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 a Design Approval Committee, (DAC) 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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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. The Concessionaire shall also be required to submit a copy of the documents and drawings to the Independent Engineer for its review(if required). Authority shall include the comments and suggestions received from Independent Engineer in the suggestions and amendments given by Authority to Concessionaire.

- ii. Incorporated the necessary suggestions / amendments proposed by the Authority in its concept plan, within a period of 15 (fifteen) 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. Provided the Authority 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 this Concession Agreement by the Concessionaire. Further provided 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.

**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 at least once a month on 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 Project Site and to make at its costs, charges and expenses such investigations and development activities (including but not limited to land filling, levelling,

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

clearing, shifting of utilities, landscaping and related works including overcoming site constraints, if any) and any other activity as may be necessary or appropriate to implement the Project. 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 Project Site.

- ii. Same and except as expressly provided under Concession Agreement, the Concessionaire shall not mortgage, transfer, assign, license or otherwise Encumber the Project Site 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 Project Site 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 Project Site, have no liability regarding any compensation payment on account of rehabilitation / resettlement or land acquisition of any Persons affected thereby.

**5. DETAILS OF PROPERTY**

**Project cost:** INR 12,96, 00,000/- (Indian Rupees Twelve Crore Ninety-Six Lakhs Only)

**Property Details:**

Property Location / Address	Total Site Area	Built up area	Facilities Available at Site	Period of Concession Agreement
Sanskriti Theatre, Cultural Street, Near Bhawartal Garden, Napier Town, Jabalpur	2020 sq. m (21734 sq. ft.)	2020 sq. m (21734 sq. ft.)	<ul style="list-style-type: none"> <li>• <b>Auditorium</b> of capacity more than 220 pax.</li> <li>• <b>Open Air Theatre:</b> with a capacity of 150 to 200 persons (approx.)</li> <li>• <b>Shops:</b> 3 nos. provided for multi-purpose use</li> <li>• <b>Terrace garden:</b> A Terrace Garden is on upside of theatre and can be used for restaurant and some others functions.</li> <li>• <b>Pre-Function Foyer:</b> A lobby area of around 1590 Sqmt.</li> </ul>	15 years

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

			<p>(17108 Sq.ft.) includes offices (3. Nos).</p> <ul style="list-style-type: none"> <li>• <b>VIP Room:</b> with a capacity of 50 peoples and other chief guests</li> <li>• <b>Miscellaneous:</b> <ul style="list-style-type: none"> <li>○ Pump Room</li> <li>○ Pantry</li> <li>○ Waiting room</li> <li>○ AHU Unit</li> <li>○ Domestic Tank and Fire Tank</li> <li>○ Entrance Court</li> <li>○ Fire Fighting system</li> <li>○ Lift lobby</li> <li>○ Tickets Counters</li> <li>○ Light and sound control room</li> </ul> </li> </ul>	
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**Scope of work:** The scope of work broadly defines as operation and maintenance of Sanskriti Theatre as per the terms and conditions and other details specified in this RFP.

The Concessionaire will organize various ticketed events/shows and operate and manage the Sanskriti Theatre for the concession period i.e. for a period of 15 (Fifteen) Years extendable up to 15 (Fifteen) more years subject to satisfactory performance of the Concessionaire. The selected Concessionaire shall have exclusive rights for operating, providing/organizing and managing events and manage food and beverage concession services in the project areas and create mandatory capital investment items.

**Facilities and amenities at Sanskriti Theatre:** The property is surrounded by Residential as well as commercial are allocated at Cultural Street, Near Bhawartal Garden, Napier Town Jabalpur.

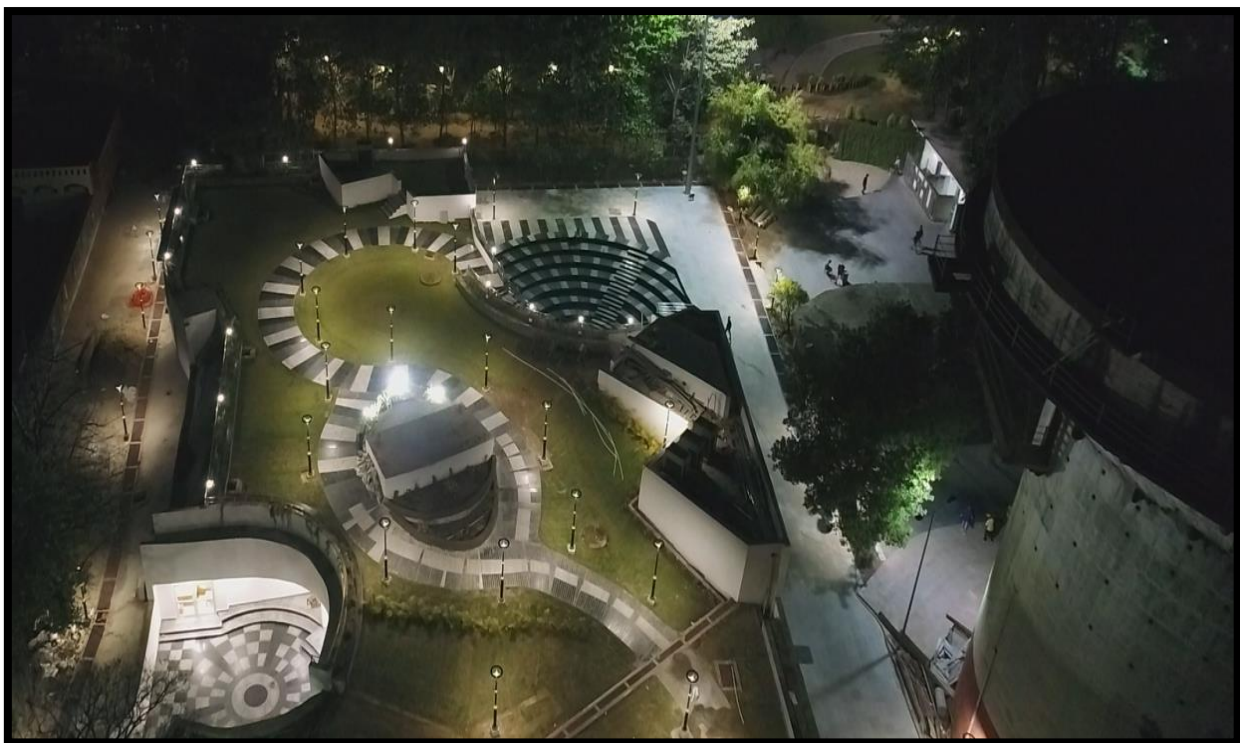
Amenities	Description
<b>Auditorium</b>	An Auditorium of area about 420 Sqmt. (4519.2 Sq.ft.). An auditorium is a room designed specifically for the purpose of hosting a performance or a large meeting. A large room with rows of decliner resting chairs of capacity more than 220 pax. and often a stage which is used for various cultural and art related activities, multi-purpose theatre, Marriage functions, conference hall, convention centres etc. and has inbuilt Bose Speakers for enhanced theatre experience along with centralized Air-conditioning and Lightning system complete in all respect. Backstage area (Green Room includes changing room and washrooms) of about 220 Sqmt, (2367 Sq.ft.) in the ground floor and 218 Sqmt, (2345 Sq.ft.) in the first floor.
<b>Open Air Theatre</b>	An OAT has a circular arrangement of raised seating looking into a stage available at the property to conduct any concert performances and other similar activities in open air with a capacity of 150 to 200 persons (approx.). The area of OAT is around 360 Sqmt. (3874 sq.ft).

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

<b>Shops</b>	There are 3 nos. of Shops provided for multi-purpose use of area of 68 Sqmt. (732 Sq.ft.)
<b>Terrace garden</b>	A Terrace Garden is on upside of theatre and can be used for restaurant and some others functions
<b>Pre-Function Foyer</b>	A lobby area of around 1590 Sqmt. (17108 Sq.ft.) includes offices (3. Nos.), service area with complete furniture for using management work for theatre employees
<b>VIP Rooms</b>	There is a waiting hall for VVIPs & VIPs with a capacity of 50 peoples and other chief guests along with changing room and attached toilets.
<b>Miscellaneous</b>	<ul style="list-style-type: none"> <li>○ Pump Room</li> <li>○ Pantry</li> <li>○ Waiting room</li> <li>○ AHU Unit</li> <li>○ Domestic Tank and Fire Tank</li> <li>○ Entrance Court</li> <li>○ Fire Fighting system</li> <li>○ Lift lobby</li> <li>○ Tickets Counters</li> <li>○ Light and sound control room</li> </ul>

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

**Photographs of the Property:**





**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**





**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**





## **6. MINIMUM ELIGIBILITY CRITERIA**

### **6.1 General Eligibility Criteria**

#### **6.1.1** The bidder can be

- A company incorporated under the **Companies Act, 2013** or **1956** or;
- Registered under the **Indian Partnership Act, 1932** or;
- A Limited Liability Partnership registered under the **LLP Act 2008**, or;
- A society, established under **Societies Registration Act, 1860** or;
- A Cooperative Society, established under **Cooperative Societies Act, 1912**, **Multi-State Cooperative Societies Act, 1984** or;
- A Trust established under **Indian Trusts Act, 1882** or **Bombay Public Trusts Act, 1950**, or any analogous law enacted by a State Government in India; or
- A **Proprietorship firm** having relevant Certificate/license issued by the Municipal authorities under **Shop & Establishment Act** or licenses or registrations or certificates in the name of the Proprietor such as GST Certificate, PAN Card, etc. or;
- Any other activities as mentioned in clause 6.2 are eligible to 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.

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**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 should have **at least one (1) similar project of Event Management with single contract value of not less than INR 1 crore or Cumulative value, in one financial year from the same entity** for a duration of minimum 1 (one) year continuous during the last 5 (Five) years.

**OR**

The bidder should have **at least one (1) similar project of Operation & Maintenance of Theatre or Auditorium** with a capacity not below 150 Pax. for a duration of minimum 1 (one) year during the last 5 (Five) years.

**Similar Project** shall mean Event Management and/or operation and maintenance of Auditorium, Multi-purpose theatre, Marriage functions, conference hall, singing shows, dance shows, bands, kavisammelan, mushayra, talent shows, magic shows, fashion shows, film festivals/club, painting exhibitions, social gatherings, meditation camps, trade shows/expos, product launches, year-end functions, corporate board meetings, workshops, book my show, convention centres and any other new activities/events.

#### **Note:**

In case of consortium Lead bidder must fulfil the technical eligibility as set out in clause 6.2 above

**In case of Government projects**, Certificate issued by Principal Employer or his authorized person not below the rank of Executive Engineer should be submitted for each completed work.

**For private sector projects**, Notarized Work Order/Agreement/Completion certificate from the employer along with TDS certificate and /or Form 26AS of the respective year shall be submitted.

- If the aforesaid project / works has been done by the bidder for themselves, then for such project / work the bidder should provide a certificate from the “Statutory Auditor”.
- In case the project experience is for a “Trust”, only registered Trusts under Indian Trust Act, 1882 shall be considered.
- Ongoing projects with a minimum duration of 1 (One) year shall be considered for evaluation as on the bid submission end date.

### **6.3 Financial Eligibility Criteria:**

- i. The Bidder including consortium (if any) should have a **Minimum Average Annual Turnover** of INR 5 (Five) Crore in any of the three years out of last five financial years ( 2019-20, 2020-21, 2021-22, 2022-23 2023-2024).

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- ii. **Minimum Net worth:** Bidder should have Net worth of at least 1(one) crore as on (31<sup>st</sup> March 2024)

### **Note:**

- Bidder shall submit the Balance Sheet, Profit & Loss Statement and ITR (Income Tax Return) from last five financial years i.e. ( 2019-20, 2020-21, 2021-22, 2022-23 2023-24).
- For the purpose of (the “**net worth**”) shall mean, the difference between the assets and liabilities of a person or business.
  - **In case of partnership firm/ company/ 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.
  - **Net worth for a business.** This is the total amount of all assets minus all liabilities, 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.
  - **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



## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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 2,00,000/- (Indian Rupees Two Lakh Only) online through website and Non-refundable Tender Fee of INR 15,000/- (Indian Rupees Fifteen 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.

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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** 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

## **Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

agreement and submit in its technical bid, if found Joint bidding agreement and shareholding (in %) is missing, there technical bid shall liable to rejected.

- 8.5** The Bidder should include a brief description of the roles and responsibilities of individual consortium members with reference to the requirements under this RFP.
- 8.6** A member of a consortium cannot be a member of any other consortium bidding for the same project. Members of the consortium shall enter into a binding agreement (the “joint bidding agreement”) for the purpose of submitting the bid. A copy of the joint bidding agreement should be submitted along with the technical proposal.

### **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 3% 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.



**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**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:

<b>S. No.</b>	<b>Enclosures to the Technical Bid</b>	<b>Status (Submitted / Not Submitted)</b>	<b>Page Number</b>	<b>Remarks (if any)</b>
1.	Covering Letter (as per Annexure 1) <i>(On Company's Letter Head)</i>			
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 15000/- <i>(Scanned copy to be submitted with Technical Proposal)</i>			
7.	Earnest Money Deposit of INR 2,00,000/- <i>(Scanned copy to be submitted along with Technical Proposal)</i>			
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) <i>(On Company's Letter Head)</i>			
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.			

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

	(Proof of Net worth Certificate not before 31st March 2024 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.	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](http://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](http://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**

### **Schedule – 1: Format for Technical Bid**

#### **Envelope 1**

1. Copy of receipt generated for payment of Earnest Money Deposit of Rs. 2,00,000/- (Refundable) and Tender fee of Rs. 15,000/- (Non-Refundable) paid 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**)
9. Experience Certificates for Operation and Maintenance Experience, Work order, agreement/ completion certificate.
10. Copy of RFP Document and Draft Concession Agreement duly signed and sealed by the Authorised Signatory

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**Schedule – 2: Format for Price Bid**

***This Format is only for indicative purpose. The format will be available on <https://mptenders.gov.in> website at the time of filing of bids. The Price Bid shall NOT be submitted along with the Technical Bid. It shall be submitted only through <https://mptenders.gov.in>. If the Price bids are submitted with the technical bid, it will lead to disqualification of the Bidder.***

**Date:**

**To,**

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

**Re: Price Bid for “Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur”.**

Dear Sir,

In response to the tender document, I hereby quote the Price Bid for the “**Selection of Concessionaire for Operation & Maintenance (O&M) of Sanskriti Theatre**” as INR .....(In words \_\_\_\_\_) per year which is exclusive of applicable taxes and duties, levies, GST etc. The price offer quoted here above is valid for 180 days from the **Technical Bid Due Date**.

- 1. The concession agreement will be for a period of 15 years.**
- 2. The Price offer quoted above is the Annual Rental Fee payable for 15 years with 5% increase of every year on compounding basis for the duration of concession period.**
- 3. I, as a Bidder, have inspected the existing property and well acquainted myself before Bidding for the project.**

I hereby certify and accept the following:

I certify that I have gone through the Tender document and concession agreement and I have understood and agree to the terms and conditions as mentioned in this RFP document and concession agreement.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be non-responsive, will be sufficient for the authority to reject our bid and forfeit our EMD in full. I abide by the above offer/quote and terms & conditions of the tender document for Sanskriti Theatre and the LoA if the authority selects us as the selected bidder.

Yours faithfully,

\_\_\_\_\_  
**(Signature of Authorized Signatory/representative of Bidder)**  
**(Name, Title, Address, Date)**

**Note: Note: The price should be quoted as per the BOQ (.xlsx) file attached in [www.mptenders.gov.in](http://www.mptenders.gov.in)**

**Schedule – 3: List of Prohibited Activities**

**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 baiting or any manner of gambling.

**12. 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: Price Bid for “Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur”.**

Dear Sir,

In response to the “**Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, 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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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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 (if any). Any additional construction/ temporary construction shall be allowed only after written permission/ approval from JSCL and /or as per the relevant guidelines.
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)**

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**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? <ul style="list-style-type: none"><li>• If yes, does the bar subsist on the date of application?</li></ul>	



**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur-**

<b>8.</b>	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?  • If yes, please provide the details.	
<b>9.</b>	Nature & details of experience as per clause 6.2  <i>(Please attach relevant documentary evidence)</i>	
<b>10.</b>	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 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 Partner, Technical Member or Other Member*

For and on behalf of:

Organization Seal

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**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 “**Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, 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 2025.

For \_\_\_\_\_

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

Accepted

Signature)

**(Name, Title, and Address of the Attorney)**

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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**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 Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, 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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- 4. 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 \_\_\_\_\_, 2025

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 and summarily rejected.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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**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 2025

Yours Faithfully,

\_\_\_\_\_

**(Signature of Authorised Signatory)**

**(Name, Title, Address, Date)**

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur-**

**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:**

3.	Net Worth (In INR ) on or before 31 <sup>st</sup> March 2024	
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**Unique Document Identification Number (UDIN)** \_\_\_\_\_

Signature \_\_\_\_\_

Membership no \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Audit Firm \_\_\_\_\_

FRN \_\_\_\_\_

(Seal of the firm)

DATE \_\_\_\_\_

**Note:**

*The Bidder 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, company does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company.*

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur-**

**Annexure – 7**

**Experience in Operation & Maintenance projects as per clause 6.2**

<b>S. No</b>	<b>Project Title</b>	<b>Location</b>	<b>Name of the Client / Owner</b>	<b>Duration ( From – to till date )</b>	<b>Completion date / operational</b>	<b>Facilities available</b>
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)

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur-**

**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 of .....20.....

**AMONGST**

i. **M/s \_\_\_\_\_ (name of bidder) {Any Individual / 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) {Any Individual / 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)

**AND**

iii. **M/s \_\_\_\_\_ (name of bidder) {Any Individual / 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 “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns))

The above-mentioned parties of the FIRST, SECOND, and THIRD PART 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



**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- 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 from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Date of signing of Concession agreement when all the obligations shall become effective.

**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. 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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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 of such Party in the fulfilment of its obligations under this Agreement.

**7. 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.

**8. 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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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**SIGNED, SEALED AND DELIVERED**

For and on behalf of  
**LEAD MEMBER by:**  
(Signature)  
Name:  
Designation:  
Address:

**SIGNED, SEALED AND DELIVERED**

For and on behalf of  
**THIRD PART by:**  
(Signature)  
Name:  
Designation:  
Address

**SIGNED, SEALED AND DELIVERED**

For and on behalf of  
**SECOND PART by:**  
(Signature)  
Name:  
Designation:  
Address:

**Notes:**

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. Each 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.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**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 \_\_\_\_\_, 2025 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 Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur**” 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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

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. .... (Rupees ..... only). 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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**Annexure – 10**

**Pre-bid Query Format**

Interested parties shall submit their queries in the following format

Sl. 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 [ceojscl@mpurban.gov.in](mailto:ceojscl@mpurban.gov.in) and [arpit.nema@jscljabalpur.org](mailto:arpit.nema@jscljabalpur.org) on or before the pre bid query submission due date mentioned in this RFP.

**13. 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 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 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 \_\_\_\_\_ (the "Request for Proposal" or "RFP") for Selection of Concessionaire for Operation & Maintenance (O&M) of Sanskriti Theatre at \_\_\_\_\_, Jabalpur.
- III. Authority evaluated the Technical & Financial 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.



**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- 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 operation & maintenance (O & M) of Sanskriti Theatre at \_\_\_\_\_, 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 Agreement, the Applicable Laws and Applicable Permits, the Authority hereby authorises the Concessionaire to invest, finance, design, engineer, construct, equip, commission, operate, market, maintain and manage the Project during the Term of this 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 in accordance with the provisions of this Agreement.
- c. Subject to the terms of this 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 this Agreement.
- d. During the Concession Period, the Concessionaire shall have right to develop, operate & maintain the \_\_\_\_\_ (*name of the property*) in accordance with the provisions of this 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 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.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

**X. Conditions Precedent**

a. Save and except as may otherwise be expressly provided herein, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions 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 agreement.

**b. Conditions Precedent for the Authority**

The Authority shall:

- i. Have provided to the Concessionaire the Right of Way to the Project Site 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. Constituted a Design Approval Committee, (DAC) for the approval of DPR, concept and design of the Project, to be developed by the Concessionaire. 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 agreement. The Concessionaire shall also be required to submit a copy of the documents and drawings to the Independent Engineer for its review. Authority shall include the comments and suggestions received from Independent Engineer in the suggestions and amendments given by Authority to Concessionaire.
- ii. Incorporated the necessary suggestions / amendments proposed by the Authority in its concept plan, within a period of 15 (fifteen) 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. Provided the Authority 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 this

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

Concession Agreement by the Concessionaire. Further provided the Authority copies (certified as true copies by an authorized officer of the Concessionaire) of the constitutional documents of the Concessionaire.

- iv. Provided an undertaking that all of the Representations and Warranties of the Concessionaire are true and correct as on date of this Agreement and as on the Compliance Date and thereafter; submitted safety plans and procedures related to Project.
- v. 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.

**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 at least once a month on 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 Project Site and to make at its costs, charges and expenses such investigations and development activities (including but not limited to land filling, levelling, clearing, shifting of utilities, landscaping and related works including overcoming site constraints, if any) and any other activity as may be necessary or appropriate to implement the Project. However, it is being clarified here that in the event of Termination of this 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 Project Site.
- ii. Same and except as expressly provided under this Agreement, the Concessionaire shall not mortgage, transfer, assign, license or otherwise Encumber the Project Site 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 sub-license whole of its rights and obligations in relation to the project to a single party although he may be allowed to sub-license selected services to other party/person.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- v. Subject to the terms of this Agreement, the Concessionaire shall have the right to develop, create, obtain, set up, construct as the context admits or requires, and operate and maintain the Project by itself only.
- vi. The Concessionaire shall have the right to use the Project Site in accordance with the provisions of this Agreement and for this purpose the Concessionaire may regulate the entry and use of the Project Site by the Third Parties.
- vii. The Concessionaire shall not without the prior written approval of Authority use the Project Site 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

- 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 this Agreement and that the Concessionaire shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation / resettlement or land acquisition of any Persons affected thereby.

**XIV. “Concession Period”**

- i. This Agreement shall be valid and binding on the Parties throughout the concession period from the date of signing of this agreement. Initially the concession period is for **15 (Fifteen) years, including 180 days of additional construction of the property, if any proposed by the Concessionaire**, that may be further extended up to **15 (Fifteen) years** subject to mutual agreement and Right of First refusal between the authority and selected bidder or until prior termination of the Agreement, as the case may be. Provided that in the event of early Termination, the period of Agreement shall be limited to the period commencing from the Compliance Date and ending with the Termination Date.
- 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 end of initial concession period of **15 (Fifteen) years**, Concessionaire shall have to apply for renewal / extension request in writing to the Authority. The Concessionaire and the Authority may mutually agree to extend the concession period for up to **15 (Fifteen) years**. Within one (1) month from renewal request, the Authority will decide either to accept or reject the renewal request as the case may be. If in case of non-acceptance, the concessionaire has to rectify all the defects and wear & tear of the property in remaining last 5 months of initial concession period. During the last 5 months of rectification process the concessionaire shall be allowed to run the property and generate revenue till the last day of concession period and handover the property on the last day on **as-was-where-was** condition.
- iii. Upon expiry of the Concession Period as per clause 4.1.8 of RFP, the Concessionaire shall peacefully surrender and yield the Project Site and the Project Facility along with Transfer Assets to the Authority.

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance(O&M) of various activities at Sanskriti Theatre, Jabalpur–**

- 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 Transfer Assets. It is expressly understood by the Parties that this Article shall survive the termination or expiry of this Agreement

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 \_\_\_\_\_

**Request for Proposal (RFP) For Selection of Concessionaire for Operation & Maintenance (O&M) of various activities at Sanskriti Theatre, Jabalpur-**

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Binding Signature of Concessionaire \_\_\_\_\_

-:End of Document:-