



**Jabalpur Smart City Limited**  
**Jabalpur, M.P.**

**Request for Proposal**  
**To**

**Selection of Concessionaire for Operation and Maintenance of**  
**Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis**  
**Model, Jabalpur**

**JSCL/2025/27/ADM/04      Dated: - 10/01/2025**

**Issued by:**  
**Jabalpur Smart City Limited**  
**Jabalpur**

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## **Disclaimer**

This RFP document for “**Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.**” contains brief information about the scope of work and selection process for the Successful Concessionaire. The purpose of the RFP document is to provide the “**Concessionaire**” with information to assist the formulation of their Proposal (“the Proposal”). The services related to operation and maintenance of Mini Sports Complex, Shakti Nagar, Jabalpur will further be known as “**the Project**” While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Concessionaire. The Concessionaire should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal.

**Jabalpur Smart City Limited (“JSCL” or “Authority”)**, its employees and advisers make no representation or warranty and shall have no liability to any person including any Concessionaire under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR 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.

JSCL reserves the right to accept or reject any or all applications without giving any reasons thereof. JSCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP.

## Data Sheet

1	Name of the RFP	<b>Selection of Concessioner for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.</b>
2	Time-period of contract	15 years + extension for 15 years annually <i>(based on performance)</i>
3	Method of selection	<b>Concessionaire with minimum 60 marks in technical evaluation as mentioned in the RFP will be qualified for opening of financial bid. Thereafter the Concessionaire quoting the Highest Revenue % to JSCL will be the successful bidder.</b>
4	Tender Fee	INR 10,000/- (Indian Rupees Ten 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>
5	Ernest Money Deposit (EMD)	INR 1,00,000/- (Indian Rupees One Lakh Only) to be submitted online through <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>
6	Financial RFP to be submitted together with Technical RFP	No
7	Name of the Authority's official for addressing queries and clarifications	To, Chief Executive Officer, Jabalpur Smart City Limited (JSCL), Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh- 482002 Email: <a href="mailto:projects.infra@axykno.in">projects.infra@axykno.in</a> ; <a href="mailto:ceojscl@mpurban.gov.in">ceojscl@mpurban.gov.in</a> , <a href="mailto:sambhav.ayachi@jscljabalpur.org">sambhav.ayachi@jscljabalpur.org</a> , <a href="mailto:arpit.nema@jscljabalpur.org">arpit.nema@jscljabalpur.org</a>
8	RFP Validity Period	180 days
9	RFP Language	English
10	RFP Currency	INR
11	Performance Security	Submission of requisite Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) as Performance Security equivalent to 3% of the contract valid for a period of 24 (twenty-four) months.
12	<b>Schedule of Selection Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Uploading of RFP	10/01/2025
	RFP start Date	10/01/2025
	Pre-bid Meeting	21/01/2025 at 3.00 PM at Jabalpur smart city, Manas bhavan wright town Jabalpur
	RFP end Date & Time	11/02/2025 at 5:30 pm
	Opening of Technical RFP	To be notified.

	Presentation	To be communicated
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**\*Note-**

1. Pre-bid queries can be sent till 5:00 pm on 21.01.2025, but please try sharing the queries as early as possible as it will be helpful for discussion in the pre-bid conference.
2. Pre-Bid meeting (Online/Offline) 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.
3. Pre-bid meeting shall happen through video conferencing (VC) mode also.

Pre Bid Meeting Jabalpur Smart City Ltd.

Google Meet joining info

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

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

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

# 1. Section I: General Introduction

## 1.1. Project Background

JSCL developed Mini Sports Complex at Shakti Nagar, Jabalpur to cater to the sporting requirements of the residents of the city. The sports complex houses various sports disciplines of world class level and has one of the best sporting infrastructures in the Jabalpur City. It includes following facilities:

- **Recreation centre:**

An excellent facility of 705 sq. m (7,588 sq. ft) with two separate entries and ramps. Includes gymnasium (without equipment) of area 203 sq. m (2,184 sq. ft), cafeteria, washrooms for males, females and physically challenged.

- **5 lane Swimming Pool:**

A 13 x 25 m well-lit swimming pool equipped with a filtration plant, 37 KL balancing tank and surrounded by view cutters (partitions) for privacy. A separate section designated in the recreation centre for changing rooms for swimming pool (2 nos. for male & Female) & washrooms for outdoor sports, admin office, reception, store, for the pool users and management staff.( 2 nos. Males, Females and physically challenged)

- **Basketball court:**

A 32 x 19.1 m synthetic basketball court with all markings and equipped with backboards, hoops, nets and appropriate lighting arrangement.

- **Volleyball court:**

An Olympic-sized (24 x 15 m) synthetic volleyball court with all markings and equipped with poles, net and appropriate lighting arrangement

- **Jogging track:**

A 2 m wide synthetic jogging track lay in the periphery of the courts with appropriate lighting arrangement throughout and sitting platforms at regular intervals.

- **Lawn/ garden:**

A lawn/ garden with beautiful landscaping spread over an area of 1585 sq. m with provisions of a green gym, children's playground, sitting area, and platform for doing yoga, meditation, exercise.

- **Miscellaneous:**

- A 7 m wide main gate with two entrances.
- A 2.6 m high compound wall and a guard outpost near the main gate for security & privacy.
- Parking space for 2-wheeler: 50 Nos. approx. of and for 4-wheeler: 10 nos. approx.
- High mast lights placed for adequate illumination.
- Bore installed & water pipe line laid for garden.



- Sitting platforms provided at regular intervals for senior citizens.
- Built-up / designated spaces for Shops or seminar, Admin or office Rooms, Pantry Space, Male and Female Changing rooms, kitchen, Toilets and Parking.

**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.

**The site layout for the Mini Sports Complex Shakti Nagar Sports Complex is as below:**



With the above background, the Authority intends to select Concessionaire to operate maintain and provide the coaching at Mini Sports Complex at Shakti Nagar, Jabalpur.

- I. "The Project" is further sub divided into three (3) key tasks as described below:
  - i. Task I: Provide coaching facilities
  - ii. Task II: Operate and maintain assigned facility/area/field
  - iii. Task III: Ensure complete safety of users as per applicable statutory guidelines

Pertaining to this, the Scope of Work as given in Section II of this document includes the details of the activities to be conducted by the selected Concessionaire. Hence JSCL is inviting Technical eligibility and Financial RFP for the Project.

## **1.2. Brief description of the selection process**

- I. JSCL invites Technical and Financial Proposals from Concessionaire s to perform the duties and functions setforth in this RFP.
- II. JSCL intends to select the Concessionaire through an open selection process in accordance withthe procedure set out herein.
- III. The Concessionaire with the highest percentage of revenue as quoted in Financial Bid shall be selected for providing services at Mini Sports Complex at Shakti Nagar.

## **1.3. Communications**

All communications should be addressed to:

**CEO,**

**Jabalpur Smart City Limited.**

**Email – [ceojiscl@mpurban.gov.in](mailto:ceojiscl@mpurban.gov.in)**

**Add: Manas Bhavan, Smart City Office, Jabalpur.**



## 2. Section II: Terms of Reference

### 2.1. Scope of Services

- i. The of Mini Sports Complex at Shakti Nagar is a world class facility for the development and growth of sports in Jabalpur City. Proposals are invited for Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur. The details of the property and sports stream are mentioned below:-

Property Location / Address	Total Site Area	Built up area	Facilities Available at Site	Period of Agreement
Pushpanjali School ground, Shakti Nagar, Jabalpur-482001.	6,210 sq. (66,848 sq. ft.)	2,996 sq. (32,246 sq. ft.)	5 Lane Swimming pool – 1 No. , Volleyball Court – 1 No., Basketball court – 1 No. , Jogging Track, Open Gym, Recreation Centre, and Big Hall – 1 No. , Lawn and Other Support Infrastructure.	15 years

**Scope of work:** The scope of work broadly define as operation and maintenance of Mini Sports Complex located at Shakti Nagar as per the terms and conditions and other details specified in this RFP.

**Facilities and amenities on Shakti Nagar Mini Sports Complex:** The property is surrounded by residential area.

Amenities	Description
<b>Recreation center</b>	An excellent facility of 705 sq. m (7,588 sq. ft) with two separate entries and ramps. Includes gymnasium (without equipment) of area 203 sq. m (2,184 sq. ft), cafeteria, washrooms for males, females, and physically challenged.
<b>5 lane Swimming pool</b>	A 13 x 25 m well-lit swimming pool equipped with a filtration plant, 37 KL balancing tank and surrounded by view cutters (partitions) for privacy. A separate section designated in the recreation centre for changing rooms for swimming pool (2 nos. for male & Female) & washrooms for outdoor sports, admin office, reception, store, for the pool users and management staff.( 2 nos. Males, Females and physically challenged)
<b>Basketball court</b>	A 32 x 19.1 m synthetic basketball court with all markings and equipped with backboards, hoops, nets and appropriate lighting arrangement.
<b>Volleyball court</b>	An Olympic-sized (24 x 15 m) synthetic volleyball court with all markings and equipped with poles, net and appropriate lighting arrangement.
<b>Jogging track</b>	A 2 m wide synthetic jogging track lay in the periphery of the courts with appropriate lighting arrangement throughout and sitting platforms at regular intervals.
<b>Lawn/ garden</b>	A lawn/ garden with beautiful landscaping spread over an area of 1585 sq. m with provisions of a green gym, children’s playground, sitting area, and platform for doing yoga, meditation, exercise.

<b>Miscellaneous</b>	<ul style="list-style-type: none"><li>• A 7 m wide main gate with two entrances.</li><li>• A 2.6 m high compound wall and a guard outpost near the main gate for security &amp; privacy.</li><li>• Parking space for 2 wheeler- 30 Nos. &amp;for 4 wheeler- 10 nos. approx...</li><li>• High mast lights placed for adequate illumination.</li><li>• Bore installed &amp; water pipe line laid for garden and Swimming pool.</li><li>• Sitting platforms provided at regular intervals for senior citizens.</li><li>• built-up / designated spaces for Shops or seminar, Admin or office Rooms, Pantry Space, Male and Female Changing rooms, kitchen, Toilets and Parking.</li></ul>
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**Photographs of the Property:**

**5 lane Swimming Pool**



### Synthetic Jogging Track



### Gymnasium





**Basketball Court**



**Volleyball Court**



**Open Gym Area**

<b>Location and Connectivity</b>	
<b>Bus station</b>	7.3 km from Jabalpur ISBT Bus stand,
<b>Railway station</b>	5.5 km from Jabalpur Railway Station, South Civil Lines.
<b>Airport</b>	19 km from Jabalpur Dumna Airport.
<b>City centre</b>	5.4 km from Madhya Pradesh High Court, South Civil Lines.
<b>Major landmarks nearby</b>	<ul style="list-style-type: none"> <li>• 500 m from Swayambhu Sidhpeeth Shri Gupteshwar Mahadev Mandir.</li> <li>• 1.2 km from Food Corporation of India office, Rampur.</li> <li>• 1.3 km from Shakti Bhawan, Rampur (Madhya Pradesh Power Transmission Co. Ltd.).</li> </ul>
<b>Multi Sports Complex</b>	3.9 km from Pandit Ravi Shankar Shukla Stadium, Wright Town.
<b>Schools &amp; colleges nearby</b>	<ul style="list-style-type: none"> <li>• Adjacent to Pushpanjali Higher Secondary School.</li> <li>• 300 m from Kidz Kingdom Public School, Gupteshwar.</li> <li>• 350 m from Lake Shrine School, behind Manas mandir.</li> <li>• 400 m from Shiv Bal Mandir High School.</li> <li>• 800 m from St. Xavier’s High School, Gupteshwar Road.</li> <li>• 1 km from Kids World English Medium School</li> </ul>

Note : Free Entry to be provided to the garden area, open gym equipment's and jogging track on all days to the public of any age group during morning hours (from 5:00 am to 10:00 am) and in the evening hours (from 05:00 pm to 8:00 pm). After above mentioned stipulated time period the Concessionaire may close the garden area for maintenance purpose.

- i. Concessionaire has to quote the percentage of revenue to be shared with JSCL. A Monthly Fixed Fee is also mentioned in this RFP document (*Annexure I*). The larger of the two amounts (*Revenue Share of JSCL based on collected revenue on monthly basis or Monthly Fixed Fee*) will be retained by the Authority as part of this Project to offer the services mentioned in RFP.
- ii. All the enrollments for the sports shall be done on the online portal developed by JSCL. No cash amount shall be taken by the users. All the users shall be enrolled by the portal developed by the JSCL and shall submit the required fees through the online portal. JSCL will open the dedicated bank account for the above mentioned realized revenue. At the end of the month all the financial statements will be reconciled by the accounts team of JSCL. After retaining the revenue share of the JSCL based on collected revenue on monthly basis or Monthly fixed fee whichever is higher the residual amount will be credited in the Concessionaire's bank account. The Concessionaire will be free to decide the fees for the usage of the sports facilities. The required fee structured shall be communicated by the concessionaire within 15 days of the issuance of Work order. JSCL will make necessary changes in the portal in three working days.
- iii. The Monthly fixed fee will be increased by 5% at the start of each Financial Year.
- iv. The Broad scope of tasks shall be as follows:

**I. Provide coaching facilities**

- i. The Concessionaire shall be responsible for providing coaching facilities pertaining to their discipline.
- ii. The Concessionaire shall provide coaching facilities for both basic and competitive levels.
- iii. The Concessionaire will implement world class procedures in training as prevalent in the best academies around the world.
- iv. The Concessionaire shall maintain, for coaching purposes, an attendance log and prepare a timetable to accommodate both students taking coaching and those who have opted for pay & play facility and booking of facilities for events to avoid conflict of interest between the two. The Concessionaire shall get the timetable approved by the Authority.
- v. The fee paid by those opting for the pay & play facility and booking of facilities for events would be in the scope of the Concessionaire. All such bookings shall be done on the dedicated online portal of the JSCL.



- vi. The Coach or Assigned Coach/Head Coach mentioned in the Concessionaire Technical proposal would be required to personally conduct the coaching. In case he needs help in his assignment he may employ assistants who must also be qualified coaches. The details of such assistants and their qualification must be given in the application.
- vii. It shall be mandatory for the Concessionaire to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
- viii. Responsibilities of the coach:
  - a. To be present at the assigned coaching areas at all times.
  - b. To make sure that essential equipment, are in place at the facility. Make sure there are no obstacles or hazards at the assigned coaching area.
  - c. To establish policies governing each action of users before, during and after each coaching session.
  - d. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
  - e. To establish warm-up procedures to be followed at all practices and meets
  - f. To have basic safety and rescue trainings and assist in an event of any emergency
  - g. To advertise and make the designated playing area/field/court popular among residents of Jabalpur.

## **II. Operate and maintain assigned playing area/field/court**

- i. The Concessionaire shall be responsible for basic operation and maintenance of the assigned facility and at the end of the contract period when courts and all other associated facilities are handed over to the Authority should be handed over in the same operating condition as they were at the time of contract.
  - a. Upkeep of the infrastructure provided by the Authority to the Coach courts, lights, air conditioners etc.
  - b. Responsible for maintenance of all the associated equipment of the playing area/field/court.
- ii. The Concessionaire shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition.
- iii. The Concessionaire shall pay the electricity charges pertaining to the assigned premises, as indicated by the installed sub meter.
- iv. The Concessionaire shall compensate the Authority for any damage or loss if found in such properties with the replacement value as decided by same. In any case if he fails to pay the amount, the same will be recovered from his Performance Security Deposit.
- v. No permanent markings in the grounds/courts with any kind of powder/tape/other material



would be permitted. The Concessionaire shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the Concessionaire shall make any alteration to the said premises without the prior written permission of JSCL.

- vi. Concessionaire will be required to sign an inventory of the fittings and fixtures installed at the court at the time of beginning of contract which will be verified at the time of vacating. If found otherwise, the same shall be recovered from the Concessionaire.

**III. Ensure complete safety of users as per statutory guidelines**

- i. The Concessionaire shall be responsible for the safety of users at all times and a first aid box should be located at close proximity of the activity area where it is accessible to all. These arrangements shall be made in advance.
- ii. The Concessionaire shall be responsible for the safety of users within the designated playing area/field/court, especially females, against any harassment or misconduct. Any such incident will be dealt with severity and the Authority shall be bound to take legal action against the Concessionaire and the responsible person.
- iii. Handle discipline situations with courtesy and fairness.
- iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
- v. The Concessionaire shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012. A monthly report to be submitted to Authority.
- vi. The Concessionaire will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
- vii. The Concessionaire must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

**2.2. Timeline**

#	Deliverable	Timeline (t=0) from signing of Agreement/ Contract
1	Finalizing timetable and coaching schedules	1 week
2	Commencement of all the activities as per ToR	1 month

- i. If the Concessionaire is not able to comply with the scheduled timeline, the Authority may charge a penalty of INR 500 (Five hundred rupees) per day for a maximum of 30 days. Post which, the
- ii. Contract/LOA may be cancelled and all payments (EMD/Security deposit) by the Concessionaire , may be forfeited.
- iii. The contract shall be for a period of 15 years and it may be extended for a further period of 15 years (each time annually) after reviewing the performance of the Concessionaire .

**3. Section III: Instructions to Concessionaires**

**A. General instructions**

**3.1. Proposal preparation cost**

- I. The Concessionaire shall bear all costs associated with the preparation and submission of the proposal. JSCL will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- II. All papers submitted with the RFP are neither returnable nor claimable.

**3.2. Right to accept and reject any or all the Proposals**

- I. Notwithstanding anything contained in this RFP Document, JSCL reserves the right to accept or reject any RFP and to annul the Selection process and reject all the RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- II. JSCL reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or
  - ii. The Concessionaire does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
  - iii. Rejection of the Proposal by JSCL as aforesaid would lead to the disqualification of the Concessionaire. If such disqualification/ rejection occurs after the RFPs have been opened and the best Concessionaire gets disqualified/ rejected, then JSCL reserves the right to black list the Concessionaire and forfeit the Performance Security.
    - i. Either invite the next best Concessionaire to match the Proposal submitted by the best Concessionaire ; or
    - ii. Take any such measure as may be deemed fit in the sole discretion of JSCL, including annulment of the Selection process.

**3.3. Amendment of RFP Document**

- I. At any time prior to the Proposal Due Date, JSCL, for any reason, whether at his own initiative or in response to a clarification requested by eligible Concessionaire, may modify the RFP Document by issuance of an addendum.
- II. In order to provide the Concessionaire a reasonable time to examine the Addendum, or for any other reason, JSCL may, at its own discretion, extend the Proposal Due Date.

**3.4. Data Identification and collection**

- I. It is desirable that the Concessionaire submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- II. It would be deemed that by submitting the Proposal, the Concessionaire has:
- III. Made a complete and careful examination and accepted the RFP Document in total;
- IV. Received all relevant information requested from JSCL and:
- V. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
  - i. Site
  - ii. Type of project

- iii. Existing data or any relevant information;
- iv. All other matters that might affect the Concessionaire's performance under the terms of this RFP Document.
- v. JSCL shall not be liable for any mistake or error on the part of the Concessionaire in respect of the above.

## **B. Preparation and Submission of Proposals**

### **3.5. Language and currency**

- I. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Concessionaire with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- II. The currency for the purpose of the Proposal shall be the Indian Rupee (INR)

### **3.6. Proposal validity period and extension**

- I. Proposals shall remain valid for a period of 6 (six) months from the Proposal Due Date ("Proposal Validity Period") and JSCL may solicit the Concessionaire's consent for extension of the period of validity, if required. JSCL reserves the right to reject any Proposal, which does not meet this requirement.
- II. In exceptional circumstances, prior to expiry of the original RFP validity period, JSCL may request Concessionaire s to extend the RFP validity period for specified additional period. Concessionaire, who may not extend the RFP validity period, will deem to have withdrawn their RFP at the expiry of RFP validity period and their EMD shall be returned.

### **3.7. Format and Signing of Proposals/ RFPs**

- I. The Concessionaire needs to submit their technical and financial proposals in prescribed formats, as mentioned in this RFP document.
- II. The proposals/ RFPs shall be typed or printed, and the Concessionaire shall initial each page. All the alterations, omissions, additions, or any other amendments made to the RFP shall be initiated by the person(s) signing the proposal.
- III. Concessionaire would provide all the information as per the RFP Document and in the specified formats. JSCL reserves the right to reject any RFP that is not in the specified formats.
- IV. In case the Concessionaire intends to give additional information for which specified space in

the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

**3.8. Proposal due date**

- I. JSCL, at its sole discretion, may extend the RFP due date by issuing an Addendum/Corrigendum.
- II. Proposals should be submitted at or before the date and time as mentioned in the Data Sheet of this document. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- III. JSCL may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum/Corrigendum, uniformly for all Concessionaire.

**3.9. Modifications/ Substitution/ Withdrawal of Proposals**

- I. The Concessionaire will not be allowed to modify, substitute or withdraw its Proposal once submitted to JSCL.

**3.10. Selection of the Agency**

- I. From the time the Proposals are opened to the time the contract is awarded, if any Concessionaire wishes to contact the Authority, on any matter related to its proposal it should do so in writing. Any effort by the Concessionaire to influence any officer or bearer of JSCL in the proposal evaluation or contract award decisions may result in the rejection of the Concessionaire's proposal.

## **C. Proposal Opening**

### **3.11. Opening of Proposals**

- I. JSCL would open the Proposals at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
- II. JSCL would subsequently examine Proposals in accordance with the criteria set out in this Document.

### **3.12. Confidentiality**

- I. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Concessionaires shall not be disclosed to any person not officially concerned with the process.
- II. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Concessionaires or their representatives, if any. Any effort by a Concessionaire to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Concessionaire.

### **3.13. Tests of Responsiveness**

Prior to evaluation of RFPs, JSCL will determine whether each RFP is responsive to the requirements of the RFP Document. The RFP shall be considered responsive if:

- i. It is received/ deemed to be received by the RFP due date and time including any extension
- ii. It contains all information required in this RFP Document.
- iii. Information is provided as per the formats specified in the RFP Document.
- iv. Deposit receipts of EMD & RFP Processing Fee.

JSCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JSCL in respect of such RFPs.

### **3.14. Clarifications**

- I. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address CEO, JSCL, so as to reach JSCL on or before the date and time as mentioned in the Data Sheet of this document.
- II. JSCL shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Concessionaires. However, JSCL reserves the right not to respond to any question or

provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring JSCL to respond to any question or to provide any clarification.

- III. JSCL may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Concessionaires by way of a common communication. All clarifications and interpretations issued by JSCL shall be deemed to be part of this document. Any verbal clarifications and information given by JSCL or its employees or representatives or consultants shall not in any way or manner be binding on JSCL. JSCL reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.
- IV. JSCL will provide adequate information/ support to the assist Concessionaires in the formulation of their application or response to this RFP document.
- V. Further, to assist in the process of evaluation of Proposals, JSCL may, at its sole discretion, ask any Concessionaire /Concessionaire for clarification on its RFP. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

### **3.15. Proposal Evaluation**

- I. The Proposals will be evaluated by the Tender Committee appointed by JSCL.
- II. The Submissions of the Concessionaires would first be checked for responsiveness. All RFPs found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document.
- III. Technical Proposal of the Concessionaires who do not meet the Technical Criteria shall not be considered for further process.

### **3.16. Technical Proposal Screening**

- I. The Technical Proposals of the Concessionaires would be screened as per the procedure set out in this document.

### **3.17. Negotiations**

- I. Not Allowed.

### **3.18. Notifications**

- I. JSCL will notify the Successful Concessionaire by a Letter of Award (LoA) that its Proposal has been accepted.
- II. Within one (1) week from the date of receipt of the LoI, the Successful Concessionaire shall acknowledge the LoA. The Successful Concessionaire shall execute the Project Agreement within 30 days of the issue of LoA. If the Concessionaire is not able to comply with the scheduled timeline, the Authority may charge a penalty of INR 500 (Five hundred rupees) per day for a maximum of 30 days. Post which, the LOA may be cancelled and all payments (EMD/Security deposit) by the Concessionaire, may be forfeited.

- III. JSCL will promptly notify other Concessionaire s that their Proposals have been unsuccessful.

**3.19. Earnest Money Deposit**

- I. At the time of submission of RFP, Concessionaire shall submit refundable EMD & RFP Processing Fee of amount as mentioned in the Data sheet of this document in form of online mode only.
- II. In case of unsuccessful Concessionaire, Earnest Money Deposit will be released on request from the Concessionaire s on a date subsequent to the signing of contract with the successful Concessionaire.

**3.20. Other conditions**

- I. Concessionaire s may note that JSCL will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Concessionaire s shall be unconditional and the Concessionaire s would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- II. It is desirable that each Concessionaire submits its Application after inspecting the site. The site visit may be facilitated by JSCL. A prospective Concessionaire may notify JSCL in writing 3 days prior to site visit. JSCL would endeavour to facilitate site visit depending on availability of concerned officials.
- III. All correspondence/ enquiry should be submitted to the following in writing by email fax/ post/courier:

**CEO, Jabalpur Smart City Limited,  
Smart City office, Jabalpur  
ceojiscl@mpurban.gov.in**

- IV. No interpretation, revision, or other communication from JSCL regarding this solicitation is valid unless in writing and signed by the competent authority from JSCL.



## 4. Qualification and Selection Criteria

### 4.1. Eligibility Criteria

- I. Concessionaire s must carefully examine the below mentioned Technical eligibility criteria. The Concessionaire has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

To be eligible for evaluation of its RFP, the Concessionaire shall fulfil the following:

#### 4.1.1 General Eligibility Criteria

##### I. The bidder shall 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** 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. are eligible to apply)

II. The bidder should be operational for at least 3 years before bid due date.

III. 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.

#### 4.1.2 Technical Eligibility Criteria

The bidder should have minimum 02 years of experience in similar project/work in last 05 years as on bid due date. Experience in Operation and Maintenance of any Sports facility (with or without training) for Swimming pool/ Basketball/ Badminton/ Volleyball/ Gymnasium or any other sports.

**Similar Project:** means running of any Sports facility (with or without training) for Swimming pool/ Basketball/ Badminton/ Volleyball/ Gymnasium or any sports.

**Note:**

**In case of consortium (if any), Technical & Financial eligibility shall be fulfilled by any of the consortium members"**

**In case of Similar Government projects,** Completion certificate issued by Principal Employer or his authorized person not below the rank of Executive Engineer (EE) should be submitted for each

completed work.

**For private sector Similar 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.

- i. 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”.
- ii. In case the similar project experience is for a “Trust”, only registered Trusts under Indian Trust Act, 1882 shall be considered.
- iii. Ongoing similar projects with a minimum duration of 2 (two) year shall be considered for evaluation as on the bid submission end date.

#### **4.1.3 Financial Eligibility Criteria:**

- i. The Bidder including consortium (if any) should have a **Minimum Average Annual Turnover** of INR 10 Lakhs in any of the three years out of last five financial years i.e. (2019-20, 2020-21, 2021-22 & 2022-23 & 2023-24)
- ii. **Minimum Net worth:** The Bidder Including Consortium (if any) should have a **positive net worth** as on (31<sup>st</sup>March 2023)

**For e.g.:**

**(Member 1 Net worth) + (Member 2 Net worth) + (Member 3 Net worth) = Total Net worth**

**Note:**

- Turnover from Sales & services of Sports Instruments/products shall not be considered)
- 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)
- Turnover shall be considered from running sports facilities only. The submitted CA certificate should clearly mentioned the revenue generated through running sports facilities only shall be submitted along with technical bid.
- For the purpose of (the “**net worth**”) shall mean, the difference between the assets and liabilities of a person or Share Capital Plus reserves and Surplus of a business.
  - **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.** Share Capital Plus reserves and Surplus as stated in the balance sheet. The information in the balance sheet may be stated at the original price of the asset or liability, which may differ from the amount at which it could potentially be disposed of.**Net worth for an individual.** This is a total asset minus total liabilities. The information may be compiled from a number of sources

## 5. Bid Evaluation Criteria

### 5.1 Opening of bids

- 5.1.1** The Authority shall open the technical bids online. **All the bidders must make sure that they fulfil the minimum eligibility criteria as mentioned in this RFP. Not complying the below-mentioned minimum eligibility criteria will lead the bidder to disqualification.**
- 5.1.2** 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 Pre-Qualification of bids**
  - **Stage 3: Evaluation of Technical Bids**
  - **Stage 4: Evaluation of Financial Bids**
- 5.1.3** It is hereby clarified that technical bids of only those Bidder(s) who are responsive and qualify in previous stage shall be considered for evaluation in subsequent Stages.
- 5.1.4** On evaluation of technical bids, respective assessment towards Minimum Eligibility criteria of this RFP shall be conducted. Only those Bidders who are found eligible as per the Minimum Eligibility criteria shall be considered for financial Bid opening and the financial Bids of only those Bidders shall be opened.
- 5.1.5** 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.

### 5.2 Stage 1: Test of responsiveness

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

- 5.2.1** It is received by the Bid due date including any extensions thereof.
- 5.2.2** It contains Earnest Money Deposit (EMD) of INR 1,00,000/- (Indian Rupees One Lakh Only) to be submitted online through <https://mptenders.gov.in/nicgep/app> and Non-refundable Tender Fee of INR 10,000/- (Indian Rupees Ten Thousand Only) **(Exclusive of GST) to be submitted online** through <https://mptenders.gov.in/nicgep/app>.
- 5.2.3** 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.

### 5.3 Stage 2: Evaluation of technical and financial bids

Bids, which are found to be responsive to the requirements as specified above under Stage 1, would only be opened for assessing their Pre-Qualification for the bidding process as under

No.	Pre-Qualification Criteria	Documentary Evidence
1.	The bidder should be operational for at least <b>02 years</b> before bid due date	Registration certificate / Incorporation certificate/ Old work orders, Agreements and Completion certificates
2.	The bidder shall provide the following identity details:	A copy of the following: 1. PAN Card

	1. PAN 2. GST Number	2. GST Registration
3.	Experience in the Operation and Maintenance of any Sports facility (with or without training) for Swimming pool/ Basketball/ Badminton/ Volleyball/ Gymnasium or any other sports  Bidder shall have experience of operating at least <b>one similar project currently.</b>	Work order, agreement, Work Completion certificate of similar type.  <b>OR</b> Operations Contract / Agreement / License. • <b>In case of Government projects,</b> Certificate issued by Principal Employer or his authorized person not below the rank of EE. • <b>For private sector projects,</b> Work Order/ Agreement/Completion certificate from the employer along with TDS certificate of the respective year. ➤ If project has been done by the bidder for themselves, the bidder should provide a certificate from the “Statutory Auditor”. ➤ In case the project experience is for a “Trust”, only registered Trusts under Indian Trust Act, 1882 shall be considered. • Ongoing works with a minimum duration of 1 (One) year shall be considered.
4.	Bidder including consortium (if any) should have a <b>Minimum Average Annual Turnover</b> of INR 10 Lakhs in any of the three years out of last five financial years i.e. (2019-20, 2020-21, 2021-22 & 2022-23 & 2023-24)	1. 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). 2. CA certificate indicating Minimum Average Annual Turnover for (2019-20, 2020-21, 2021-22 & 2022-23 & 2023-24). 3. CA certificate should clearly mention the revenue generated through running sports facilities only
5.	The bidder including Consortium (if any) should have a positive Net worth as on (31st March 2023)	Net-Worth Certificate from Chartered Accountant (CA) or Statutory Auditor (SA)
6.	Non- Refundable Tender Document Fee of INR 10,000/- (Indian Rupees Ten Thousand Only)	Scanned copy to be submitted with Technical Proposal
7.	Earnest Money Deposit of INR 1,00,000/- (Indian Rupees One Lakh Only)	Scanned copy to be submitted with Technical Proposal
8.	Letter of Undertaking	On Company’s Letter Head as per format given in Annexure 4
9.	Affidavit cum Declaration for the Authorised Signatory	On Non-Judicial Stamp paper of INR 100/- duly Notarized by Notary Public as per format given in Annexure 5

#### 5.4 Stage 3: Evaluation of Technical Bids

Only those Technical Bids which are found to be pre-qualified to the requirements of the RFP would be further scrutinized for evaluation of their Technical Bids for the bidding process. After detailed evaluation of technical bids, JSCL shall shortlist the bidder securing more than or equal to 60% marks in the Technical Evaluation ( $\geq 60/100$ ). Such bidder shall be called “**Technically Eligible Bidder**” and

such technically eligible bidder shall only be eligible for Financial Bid Opening. Technical Evaluation Criteria are given in the following table

**Technical Evaluation Criteria**

S. No.	Criteria	marking pattern	Maximum Marks
1.	Experience in Operation and Maintenance of any Sports facility (with or without training) for Swimming pool/ Basketball/ Badminton/ Volleyball/ Gymnasium or any other sports in the last 5 (five) years from the bid due date.	1 (one) similar project – 20 Marks  For any additional similar project 10 marks each, maximum up to 30 marks	30
2.	Bidder including consortium (if any) should have a <b>Minimum Average Annual Turnover</b> of INR 10 Lakhs in any of the three years out of last five financial years i.e. (2019-20, 2020-21, 2021-22 & 2022-23 & 2023-24) (on or before 31st March 2023)	<ul style="list-style-type: none"> <li>• INR 10 Lakhs up to INR 20 Lakhs (10 marks)</li> <li>• More than INR 20 lakhs up (20 marks)</li> </ul>	20
3.	<p>Players produced by the Concessionaire</p> <ul style="list-style-type: none"> <li>• For State Level:</li> <li>• For National Level:</li> <li>• For International Level:</li> <li>• For Olympic Level:</li> <li>• Medals (Gold/Silver/Bronze)</li> </ul> <p>i. <b>Note:</b> Qualifying certificates from any recognized or affiliated or state association / Federation or National body in India / International Federations are only accepted. Bidder has to provide an undertaking for the same (on company's Letter Head)</p>	<ul style="list-style-type: none"> <li>• 1 (One) mark for each qualifying certificate for state level</li> <li>• 2 (Two) marks for each qualifying certificate for National Level</li> <li>• 2.5 (Two Point Five) marks for each qualifying certificate for International Level</li> <li>• 5 (Five) marks for each qualifying certificate for Olympic Level (organize by IOC) / International Level / Medals (Gold / Silver / Bronze) (Maximum up to 10 marks).</li> </ul>	25
4.	<p>Coaches / trainers with minimum 3 years to 5 years or more experience for any of the sports facility along with other managerial and Professional Key Staff details (CV) to be provided (Man power Details of the project) which have been associated with the Concessionaire.</p> <p>For Swimming Pool: 3 nos. For Basketball: 1 no.</p>	<ul style="list-style-type: none"> <li>• 1(one) mark for 1 (one) CV of minimum experience along with certificate (maximum up to 10 marks)</li> <li>• Additional 5 marks for winners of Dron Acharya award/ arjun award/ Ekalavya award / Vishwamitra award .</li> <li>• Bidder should submit the Undertaking on company's Letter head for each</li> </ul>	15

	For Volleyball: 1 no. Any other sports	member / managerial staff / professional staff / Coaches / Trainers etc. required for the operation and maintenance of the project	
5.	<p>Presentation on Operation &amp; Maintenance of Mini-sports complex.</p> <ul style="list-style-type: none"> <li>➤ Operational Plans for improvement of the project.</li> <li>➤ Describe how the project will compliment neighborhood and surrounding environment.</li> <li>➤ Detailed plan of marketing and branding of project.</li> <li>➤ Propose operational plans including management of operational structure of project.</li> <li>➤ Any Specific brand/chain being brought to project.</li> </ul>	To be given by the authority post presentation.	10
	<b>Total</b>		<b>100</b>

**Note: Concessionaire with minimum 60 marks in technical evaluation as mentioned in the RFP will be qualified for opening of financial bid. Thereafter the Concessionaire quoting the Highest Revenue % to JSCL will be the successful bidder.**

**5.5 Stage 4: Financial Bid Format**

Revenue share of JSCL in Percentage of the revenue realized on monthly basis.	Figure in %(Percentage)
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**5.6 Contacting JSCL**

- i. No Concessionaire shall contact JSCL on any matter relating to his/her RFP, from the time of the RFP opening to the time the contract is awarded. If the Concessionaire wishes to bring additional information to the notice of JSCL, he/she can do so in writing.
- ii. Any effort by a Concessionaire to influence JSCL in its decisions on RFP evaluation, RFP comparison or contract award may result in rejection of the Concessionaire's RFP.
- iii. In the event of any information furnished by the Concessionaire is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Greater Noida works and legal proceeding can also be initiated.

**5.7 Award of Contract**

- i. **Concessionaire with minimum 60 marks in technical evaluation as mentioned in the RFP will be qualified for opening of financial bid. Thereafter the Concessionaire quoting the Highest Revenue % to JSCL will be the successful bidder and after due approvals the contract will be awarded. If in case two or more Concessionaires quotes similar revenue share**

**percentage(%), then the Concessionaire with the highest technical score will be selected.**

#### **5.8 Notification of award**

- i. Prior to the expiration of the period of RFP validity, JSCL will notify the successful Concessionaire in writing, by letter/e-mail/fax, that its RFP has been accepted.
- ii. The notification of award will constitute the formation of the contract.

#### **5.9 Security Deposit**

- i. Prior to award of contract, to fulfil the requirement of services, the successful Concessionaire will deposit Security Deposit amount equivalent to the amount as mentioned in the data sheet of this document in the form of Fixed Deposit Receipt (FDR).

#### **5.10 Signing of contract**

- i. At the same time as JSCL notifies the successful Concessionaire that its RFP has been accepted, the successful Concessionaire shall have to sign the contract agreement with relevant document as mentioned in this Document within 30 days. The agreement draft along with other related terms and conditions will be same as furnished in this RFP. Any refusal will not be allowed.

## **6. Consortium**

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

- 6.1** The number of members in a consortium can be a maximum of **2 (two) including the Lead Member**.
- 6.2** The Proposal should contain all information required for each member of the Consortium.
- 6.3** The members of the consortium shall nominate one member as the “Lead Member” who shall be the point of contact throughout the bidding process.
- 6.4** The Member in a consortium shall have an equity share of at least **51% (fifty-one per cent)** 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 notarized) signed by all the other members of the Consortium. The other members in the consortium shall be required to mention the shareholding in the joint bidding agreement and submit in its technical bid, if found Joint bidding agreement and shareholding (in %) is missing, their technical bid shall be liable to be rejected.
- 6.5** A member of a Consortium cannot be a member of any other Consortium bidding for the same project.
- 6.6** Members of the Consortium shall enter into a binding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid.
- 6.7** Copy of the **Joint Bidding Agreement** should be submitted along with the Technical Proposal. The Bidder should include a brief description of the roles and responsibilities of individual consortium members with reference to the requirements under this RFP.

## **7. General Condition of Contract**



## **7.1. General Provisions**

### **7.1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Concessionaire" means any private or public entity that will provide the Services to JSCL ("the Client" or "Authority") under the Contract.
- b) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's Madhya Pradesh.
- d) "Party" means the Client or the Concessionaire, as the case may be, and "Parties" means both of them

### **7.1.2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **7.1.3. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **7.1.4. Notices**

- I. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- II. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

### **7.1.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Advisor may be taken or executed by the officials specified in the Contract.

### **7.1.6. Taxes and duties**

GST shall be paid by the Concessionaire as applicable.

## **7.2. Commencement, Completion, Modification and Termination of Contract**

### **7.2.1. Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

**7.2.2. Commencement of Services**

The Concessionaire shall begin carrying out the Services not later than 1 month after the signing of this Contract.

**7.2.3. Expiration of Contract**

Unless terminated earlier pursuant to GC Clause 5.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

**7.2.4. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

**7.2.5. Force Majeure**

**i. Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**ii. No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**iii. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**iv. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, JSCL shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**7.2.6. Termination**

Either Party may terminate this Agreement with immediate effect by serving prior written

notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

**i. By JSCL**

JSCL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GC Clause 5.2.6. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Successful Concessionaire, The Concessionaire will have no right to claim any compensation.

- a) If the Concessionaire does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Concessionaire becomes insolvent or bankrupt.
- c) If the Concessionaire, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If JSCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the Client shall give a not less than six (06) months' written notice of termination to the Concessionaire.
- f) If the Concessionaire fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 b) hereof.
- g) If the Concessionaire does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- h) If any information provided by the Concessionaire in the RFP submission is found to be false later on.
- i) If the Concessionaire creates any encumbrance on the Project Site/Project Facility

**ii. By the Concessionaire**

The Concessionaire may terminate this Contract, by not less than thirty (30) days' written notice to JSCL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c)

- a) If, as the result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If JSCL fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 b) hereof.
- c) If JSCL has unlawfully repudiated the agreement or otherwise expressed its intention not to

be bound by this agreement / RFP.

- d) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the Client shall give a not less than six (06) months' written notice of termination to the Concessionaire

### **7.3. Settlement of Disputes**

#### **a) Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **b) Arbitration**

- 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.

### **7.4. Third party Insurance**

- i. The Concessionaire shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Concessionaire or his failure to perform its obligations under the agreement.
- ii. The Concessionaire shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Concessionaire agrees and undertakes to indemnify and hold JSCL harmless against all liabilities, losses, damages, claims, expenses suffered by JSCL as a result of such default by the selected Concessionaire .

### **7.5. Fraud and Corrupt Practices**

- 7.5.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA

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

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

a. Corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted in this RFP engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the project or the LoA or the agreement, who at any time has been or is a legal,

- financial or technical adviser of the authority in relation to any matter concerning the project
- b. Fraudulent practice means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
  - c. Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
  - d. Undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and
  - e. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

#### **7.6. Obligations of the Concessionaire**

- i. Concessionaire has to quote the percentage of revenue to be shared with JSCL. A Monthly Fixed Fee is also mentioned in this RFP document (Annexure I). The larger of the two amounts (Revenue Share of JSCL based on collected revenue on monthly basis or Monthly Fixed Fee) will be retained by the Authority as part of this Project to offer the services mentioned in RFP. For instance, if the monthly fixed fee is mentioned as Rs. 1,00,000. Per month. If the total revenue collection for the month is Rs. 4,00,000 per month and the revenue share of JSCL is quoted 50% by the concessionaire then JSCL will retain Rs. 2,00,000 i.e. higher between the monthly fixed fee and actual revenue share. (50 % of Rs. 4,00,000 i.e. Rs. 2,00,000)
- ii. The user charges and all other charges will be collected by JSCL through dedicated online portal developed by the JSCL. The above-mentioned revenue will be collected only by online mode through dedicated portal. No cash transactions is allowed by the concessionaire or JSCL.
- iii. The share of the concessionaire for the preceding month will be given in the first ten days of the current month. The concessionaire will ensure that only those persons who have a valid receipt are permitted to join sports facilities.
- iv. If in any month the revenue collected via portal is less than the monthly fixed fee, then concessionaire shall deposit the shortfall amount for the preceding month in the next 10 days of the current month. The amount will be deposited in the bank account of the JSCL through RTGS/Online mode.
- v. The Monthly Fixed Fee will also be increased by 5% at the start of every financial year during the total period of the Contract including the extended period, if any.

- vi. Any incident of misbehavior or misconduct from the deployed workforce of the concessionaire towards the public shall be liable for punishment as decided by the Authority. In case of repetition of similar fault, the Authority may decide to terminate the contract, forfeit the Performance Security and blacklist the concessionaire.
- vii. The concessionaire shall pay the electricity charges pertaining to the assigned area/facility, as indicated by the installed sub meter.
- viii. The concessionaire shall compensate the Authority for any damage or loss if found in such properties with the replacement value as decided by same. In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- ix. No personnel shall be employed by the concessionaire whose age is below 18 years.
- x. The concessionaire shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
- xi. The concessionaire shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security, and safety. No other commercial activities such as, sale of merchandise, running of pro-shops etc. shall be permitted.
- xii. The Concessionaire shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO Act.
- xiii. The Concessionaire will not allow any prohibited drug or substance by any trainee or trainer under any circumstances.
- xiv. The Concessionaire must ensure that there is no discrimination against any trainee or trainer on the basis of caste, religion, race or sex.
- xv. The concessionaire will install the equipment with the safety of users in mind. All equipment must bear the ISI mark and adhere to the standards of the respective sports.

#### **7.7. Obligations of JSCL**

- i. JSCL will provide basic infrastructure for the game and all other operational day-to-day expenses shall be borne by the concessionaire. All the necessary sports equipment will be arranged by concessionaire.
- ii. The concessionaire will be responsible for deploying security guards/other personnel for the overall security of the Mini Sports Complex at Shakti Nagar.
- iii. Concessionaire shall be responsible for the upkeep of amenities and common public spaces in the Sports Complex such as toilets, water purifiers, parking etc.
- iv. The Authority shall install an electrical sub meter especially for the operations of the concessionaire.
- v. Concessionaire can decide the timing of the sports activities and subsequent changes on the portal for booking will be done by JSCL.

## **8. Special Conditions of Contract**

### **8.1. Entry into the Sports facilities**

- i. Concessionaire shall strictly ensure that only those users who have valid entry card generated by the authority will only be allowed to use the respective sports facilities. The authority officials will time to time can check the premise. If any unauthorized person is found inside the premise then the penalty of Rs. 500 per person per day will be imposed and will be adjusted at the time of release of revenue of concessionaire. If this scenario is repeated more than two times in a month then the agreement shall be annulled and all deposited amount will be forfeited.

### **8.2. Issuance of Admit Cards**

- i. Admit cards will be issued with the joint signatures of Accounts Officer (Sports) and Authorized Officer from JSCL. The cost of admit card will be borne by concessionaire.
- ii. Only admit card holders will be allowed to enter the playing area/field. In case any unauthorized person is found without a valid admit card, against the concessionaire will be penalized with a fee of Rs 500 per person per day.

### **8.3. Conducting sporting events in the playing area/field/court**

- i. In addition to regular coaching, special coaching camps, especially during summer vacations for students can also be organized.
- ii. The concessionaire is also permitted to conduct corporate camps and get sponsorships for the purpose of maximizing revenue.
- iii. Sporting events such as camps, competitions, tournaments etc. in association with various companies at the playing area/field/court are permitted.

### **8.4. Signage and Advertisements in the playing area/field/court**

- i. No advertising sign boards etc. shall be put up by the concessionaire in the premises. Directional and Informational signages regarding the sports can be placed by the concessionaire.
- ii. Demonstration of banners, advertisements from sponsors will be allowed during camps/competitions/tournaments and any other such sporting events being conducted in the playing area/field/court.
- iii. Publicity and sponsorship of alcohol and tobacco products or any prohibited substances is not allowed in the stadium/court.

### **8.5. Sporting equipment**

- i. The responsibilities of watch and ward shall rest with the Concessionaire.
- ii. Overall security of the premise will be done by Concessionaire.
- iii. JSCL will not be responsible for loss/theft of any equipment/belongings of Concessionaire or



members.

## 9. Forms

### 9.1 Form 1.1

#### Letter of Proposal

(On Concessionaire 's letter head)

(Date and Reference)

To:

CEO,

Jabalpur Smart City Limited,

Jabalpur

**Sub: Submission of proposal for Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.**

Dear Sir,

With reference to your RFP Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our RFP for Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.

The Proposal is unconditional and unqualified.

All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Concessionaire for the aforesaid Project.

I/We shall make available to JSCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We acknowledge the right of JSCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial JSCL or a judicial pronouncement or arbitration award against the Concessionaire, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by JSCL;
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal

issued by or any agreement entered into with JSCL or any other public sector enterprise or any government, Central or State; and

- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Concessionaire s of the Proposal document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by JSCL in connection with the shortlisting of Concessionaire or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our RFP is not opened or rejected;
- I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by JSCL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree to all the terms and conditions of the RFP Document.

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

Date Place

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

(Name and seal of the Concessionaire)

## 9.2 Form 1.2

### General Information

[Please capture all relevant information]

This information shall cover general/contact information of the Concessionaire :

#### 9.2.1 General Information:

1.	<b>Name</b> (Individual(s)/Agencies/ Organisations)	
2.	<b>Permanent Address</b> (Address, District, State, Pincode)	
3.	<b>Contact Information</b>	
4.	<b>Email Address</b>	

Signature of Authorised Person

Date:

Place:

### 9.3 Form 1.3

#### 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: RFP for “Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.”.**

Dear Sir,

In response to the “**Request for Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.**” issued by Authority for short listing an agency for developing, operating and maintaining the property (the “Project”) and after going through all the information and terms and conditions given in the Tender document including addendum / corrigendum, we are submitting our Bid for the Assignment.

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

various governing authorities and development authorities from time to time over the construction period (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 the 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)**

## 10. Annexure

### Annexure I: Monthly Fixed Fee

Name of the Facility	Monthly Fixed Fee in Rs.
<b>Mini Sports Complex Shakti Nagar, Jabalpur</b>	<b>1,18,672.00</b> (one lakh eighteen thousand six hundred seventy-two)

**Annexure – 2**

**Format for Details of the Bidder**

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

Sl. No.	Particular	Details
1.	Name of the Bidder:	
2.	Legal Status of the Firm: <i>(i.e., Individual/ Partnership/ Pvt. Ltd. / Public Ltd./ Proprietorship / Others) or as per clause 6.1 of RFP</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.</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>	
8.	Has the bidder been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years? <ul style="list-style-type: none"><li>• If yes, please provide the details.</li></ul>	
9.	Nature & details of experience in similar project: <i>(Please attach relevant documentary</i>	

Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.

	evidence)	
10.	Any other details deemed necessary to be provided.	

• In case of a Consortium

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

S. No.	Name of Member	Role *	Percentage of equity to be held in the Consortium

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

For and on behalf of:

Signature:

Name:

Designation:

Organization Seal

(Authorized Representative and Signatory)



**Annexure – 3**

**Format for Power of Attorney of Lead Bidder for Signing of proposal**

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

**POWER OF ATTORNEY OF LEAD BIDDER**

Know all men by these presents, We, \_\_\_\_\_ (Name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney (hereinafter referred to as "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal in response to the **"RFP for Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, 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)**

**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 Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, 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 organization / 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 Agreement. Authority will not be responsible in case of any accident /incident and will not compensate financially or otherwise. I hereby declare that I am sole responsible on behalf of the firm for giving such declaration.
3. **Anti-Collusion Certificate:** I / We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

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

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

Selection of Concessionaire for Operation and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, Jabalpur.

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.

**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 Bidder) 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 misrepresentation and wrong information.

Solemnly affirmed on this \_\_\_ day of 2025

Yours Faithfully,

\_\_\_\_\_  
**(Signature of Authorised Signatory)**  
**(Name, Title, Address, Date)**

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

**Annexure – 6**

**Format for Financial Summary**  
(Should be furnished by the CA on their letter head)

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

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

**Net Worth:**

3.	Net Worth (In INR) on 31 <sup>st</sup> March 2024	
----	---	--

**Unique Document Identification Number (UDIN)** \_\_\_\_\_

Signature \_\_\_\_\_

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

Designation \_\_\_\_\_

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

FRN \_\_\_\_\_

(Seal of the firm)

DATE \_\_\_\_\_

**Note:**

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

**Annexure – 7**

**Operation & Maintenance Experience of Similar Projects.**

<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)

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

**AND**

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

**AND**

iii. **M/s** \_\_\_\_\_ (name of bidder) {Company/ Partnership firm/ Societies/Trusts/Proprietorship/ or any other entity as mentioned in clause 6 of RFP} and having its registered office at ..... (Hereinafter referred to as the “**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

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. Shareholding in the consortium**

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

**First Party:** \_\_\_\_\_ (in %)

**Second Party:** \_\_\_\_\_ (in %)

- b. Deleted

**7. Representation of the Parties**

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;



- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interest, charges or Encumbrances or obligation to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business or such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

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

## 9. Miscellaneous

- a. The Joint Bidding Agreement shall be governed by laws of {India.}
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

**SIGNED, SEALED AND DELIVERED**

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 and Maintenance of Mini Sports Complex at Shakti Nagar on Revenue Sharing Basis Model, 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 be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees ..... only).

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

other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of JSCL in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... (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.

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

**Annexure – 10  
Pre-bid Query Format**

Interested parties shall submit their queries in the following format

<b>Sl. No</b>	<b>RFP clause No. / Page No.</b>	<b>RFP Clause Details</b>	<b>Query / Clarification sought</b>

**Note:**

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

## List of Prohibited Activities

### The Concessionaire shall not undertake following activities on the Property:

- i. Any activities resulting air and noise pollution to mini-sports complex area.
- 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 mini-sports complex
- iv. Any other Un lawful activities.
- v. Activities involving pets and animals.
- vi. Any activity including for betting or any manner of gambling.  
Alcoholic Drinks and prohibited items of any manner are strictly prohibited

## 8. Standard Operating Procedures

- ❖ **For Swimming Pool:** A swimming pool can be both safe and enjoyable if proper supervision of bathers and proper maintenance of the pool facilities are accomplished. Safe operation suggestions, such as the following, can provide the responsible swimming pool operator a basis for preventing serious injury or for treating accidents rapidly:
- ✓ Keep crystal clear water in the pool.
  - ✓ Employ well trained and alert guards to prevent minor injuries and drowning.
  - ✓ Maintain rescue equipment such as hook poles and life preservers at all times.
  - ✓ Have a telephone installed in a prominent location, along with a list of telephone numbers of emergency medical and or rescue facilities available at the installation. The list should be protected adequately against defacement from weathering, vandalism, and other normal causes.
  - ✓ Swimming alone or without supervision.
  - ✓ Entering pool soon after eating (the larger the meal, the longer interval before safe swimming).
  - ✓ Overexposure to sun or water.
  - ✓ Swimming during thunderstorms (lightning danger).
  - ✓ The water depth should be marked plainly at or above the water surface on the vertical pool wall and on the edge of the deck next to the pool.
  - ✓ The points of maximum and minimum depth, the points of break between the deep and shallow ends, and intermediate 1-foot increments of depth should be marked.
  - ✓ Clarity of water should be maintained at all times during the pool season, not only for attractiveness, but also as an indication of proper equipment functioning and as an accident prevention means.
  - ✓ Proper pool lighting to provide necessary illumination for safety.
  - ✓ A qualified lifeguard should always be on duty when the pool is in use and should be positioned to observe the entire swimming area.

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- ✓ Swimming pools should be furnished with the lifesaving equipment like throwing ring buoy, flutter board, a pole of lightweight material and having a life hook.
- ✓ Agency should follow water treatment techniques must be established to make the water safe for bathers. Such treatment is accomplished by the operation of three interrelated and interacting systems:
  - A system for the recirculation and distribution of pool water.
  - A system for feeding chemicals for disinfection and control of pH/
  - A system for the removal of particles by filtration.
  - Operator should maintain the pH value of swimming pool all the times.
  
- ❖ **For Basketball:** It's extremely important to keep your sports court properly maintained, the maintenance process ensures that the court remains safe and the playing characteristics don't falter.
  - ✓ Agency should maintain and proper deep cleaning either by pressure washing or regular brushing to remove any debris.
  - ✓ Agency should make sure that there are no contaminations such as dirt, twigs, leaves and mud on the playing surface as this can seriously affect the playing characteristics of the facility.
  - ✓ Agency should remove all contaminants from the surface
  - ✓ Reline marking – Recoating the painted line markings to make playing on the surface easier and game scoring more precise.
  - ✓ Repairs – Making sure that any potential safety hazards such as tears or holes in the surface are properly repaired to reduce risk of accidents and injury.
  - ✓ Resurfacing – In the event that the basketball court is in very bad condition, it may be necessary to completely resurface the court as this might be the only way of regaining the top-quality performance and safety characteristics.
  - ✓ Regular inspections on mounted, hung, or protruding from the walls of a sports facility. During inspection of these areas, proper cleaning and other maintenance should be included to retain cleanliness, aesthetics, and decrease the risk of rust and damage.
  - ✓ Clean and levelled surface throughout.
  - ✓ Standard conditions for the basketball rings
  - ✓ Proper checking of drainage system to divert excess water away from the court.
  
- ❖ **For Volleyball:** It's extremely important to keep your sports court properly maintained, the maintenance process ensures that the court remains safe and the playing characteristics don't falter.
  - ✓ Agency should maintain and proper deep cleaning either by pressure washing or regular brushing to remove any debris.
  - ✓ Agency should make sure that there are no contaminations such as dirt, twigs, leaves and mud on the playing surface as this can seriously affect the playing characteristics of the facility.



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- ✓ Agency should remove all contaminants from the surface
- ✓ Reline marking – Recoating the painted line markings to make playing on the surface easier and game scoring more precise.
- ✓ Repairs – Making sure that any potential safety hazards such as tears or holes in the surface are properly repaired to reduce risk of accidents and injury.
- ✓ Resurfacing – In the event that the Volleyball court is in very bad condition, it may be necessary to completely resurface the court as this might be the only way of regaining the top-quality performance and safety characteristics.
- ✓ Regular inspections of these areas, proper cleaning and other maintenance should be included to retain cleanliness, aesthetics, and decrease the risk of rust and damage.
- ✓ Clean and levelled surface throughout.
- ✓ Standard height for the Volleyball net to be maintained.
- ✓ Proper checking of drainage system to divert excess water away from the court.

End of document