



Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER FOR

"Appointment of an Agency to Operate and Maintain the Rooftop Multipurpose Hall (Approx. 10,000 sq. ft.) at A Block, Maurya Lok Complex, Patna"

(Through e-procurement mode only- www.eproc2bihar.gov.in)

NIT No. – 08/MD/PSCL/2025-26

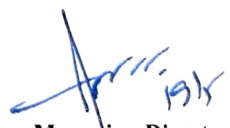
Date:- / /2025

1. Patna Smart City Limited (PSCL) invites bids from eligible experienced Firms/ Contractors / Agencies / Bidders registered in appropriate category in any Government Organization/PSUs for execution of works as given below:-

Name of Work	Bid Document (Non-Refundable)	Bid Security (EMD)	Bid Processing Fee
"Appointment of an Agency to Operate and Maintain the Rooftop Multipurpose Hall (Approx. 10,000 sq. ft.) at A Block, Maurya Lok Complex, Patna"	Rs. 11,800/-	28,80,000/-	As per Eproc2 website
2. Date of Downloading of Bid Document	From 22.07.2025 to 12.08.2025 up to 1500 hours. Through website : www.eproc2.bihar.gov.in		
3. Place & Date of pre-bid meeting	Date: 30.07.2025, Time 1300 hours; Patna Smart City Limited, 4th Floor, ICC -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001		
4. Last date of Receiving Queries (Online)	Date: 31.07.2025, Time 1700 hours (through e-mail)		
5. Last Date and time for uploading of bid.	Date: 12.08.2025 up to 1500 hours through website - www.eproc2.bihar.gov.in		
6. Last Date and time for submission of hard copy of bid	Date: 13.08.2025, Time 1700 hours		
7. Time & Date of opening technical bids	Date: 14.08.2025, Time 1700 hours		
8. Time & date of opening financial bids	To be communicated later on		
9. Place of opening of Bid	Through website : www.eproc2.bihar.gov.in		
10. Periods of bids validity	120 Days.		
11. Officer inviting bids	Managing Director, PSCL, Patna.		
12. For participation in E-tendering proc. the contractor shall have to get themselves registered to get User ID, Password & digital signature. This will enable accessing the website www.eproc2.bihar.gov.in & download/participate in E-tender.			
13. The tender documents can be obtained through our website www.eproc2.bihar.gov.in & http://www.smartpatna.co.in .			
14. (i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date & time specified in the NIT. (iii) The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons"			
15. Bid document cost should be paid as per www.eproc2.bihar.gov.in			
16. Earnest Money should be online through eproc2 as per time specified on eproc2 OR in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Patna Smart City Ltd, failing which the tender will be rejected. The Estimated Cost may increase or decrease. All the information/corrigendum /addendum related to the project shall be published on the website www.eproc2.bihar.gov.in & http://www.smartpatna.co.in .			
17. The authority shall have the right to reject the bid without assigning any reason what so ever. For any information department Contact No. 0612-2219180 may be used.			
18. Estimate amount may vary. So EMD will be deposited as per technical Sheet uploaded on the website www.eproc2.bihar.gov.in			
19. For queries & Clarifications, if any, send e-mail to patnasmartcity.pscl@gmail.com .			

ज्ञापक:- 455 / पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 21/07/2025 ई०.

प्रतिलिपि:- निदेशक, सूचना एवं जन-संपर्क विभाग को राष्ट्र/राज्य स्तरीय हिन्दी के समाचार पत्रों, एवं राष्ट्र स्तरीय अंग्रेजी के समाचार पत्रों में प्रकाशित करने हेतु समर्पित।


Managing Director
Patna Smart City Limited



REQUEST FOR PROPOSAL (RFP)

of

**“Selection of an Agency to Operate and Maintain the Rooftop Multipurpose Hall
(Approx. 12,000 sq. ft.) at A Block, Maurya Lok Complex, Patna”**

NIT No- 08/MD/PSCL/2025-26

Dated:- 21 / 07 /2025

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor ICCCL-Cum-PSCL Building,

SSP Office Campus, North of Gandhi Maidan, Patna 800 001, INDIA

email: patnasmartcity.pscl@gmail.com, pscl-bih@gov.in

Phone No. +91 0612 2219120

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Patna Smart City Limited by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Patna Smart City Limited, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the SPV in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Patna Smart City Limited (SPV) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Patna Smart City Limited (SPV), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Signature of the Tenderer

	INDEX	
S. No.	Particulars	Page No.
Section A		
1	Introduction	4
2	Scop of work	4
3	Instruction to bidder	4-6
4	Model License Agreement	6
5	License/lease period	6
6	Eligibility Criteria	6-7
7	Evaluation of Tender	7-8
Section B		
1	Submission of Tender	8-9
2	Earnest Money Deposit (EMD)	9
3	Opening of Tender	9
Section C		
1	Allotment of Contract	10
2	Term/Period of Contract	10
3	License Period/Minimum Period of Doing Business	10
4	Security Deposit/Performance Guarantee	10-11
5	Termination of Contract	11
Section D		
1	Specific Terms and Conditions	11-12
2	General Terms and Conditions	12-15
3	Penalty Provision	15-16
4	Dispute Redressal & Applicable Law	16
Annexure -I: Application Form		17
Annexure -II : Tender Form/Information Sheet		18
Annexure-III: Declaration regarding blacklisting/debarring		19
Annexure-IV: Financial Capacity of the Applicant Firm/ Bidder (Certificate from Statutory Auditor/ Chartered Accountant)		20
Annexure - V: Bid Statement		21-22
Annexure - VI: Power of Attorney		23
Annexure - VII: Declaration cum Undertaking		25
Annexure - VIII: Reference Layout Drawing		

Section-A

1. Introduction

Patna Smart City Limited (PSCL), a Special Purpose Vehicle (SPV) under the Smart Cities Mission, invites sealed proposals from reputed agencies/firms/companies for the operation and maintenance of a rooftop hall (approx. 12,000 sq. ft.) situated on A Block, Maurya Lok Complex, Patna. The hall is intended for multi-purpose use, such as public events, exhibitions, training programs, social functions, etc., under a minimum monthly guarantee model.

2. Scope of Work

- Furnishing, interior development, and fit-outs as required.
- Operation and management of the rooftop space for permitted commercial/public use.
- Regular upkeep, security, and maintenance of the hall and associated utilities.
- Management of bookings, promotion, and user coordination.
- Ensuring statutory compliance and safety measures (fire NOC, CCTV, etc.).
- Submission of periodic reports to PSCL on occupancy, revenue, and events held.
- Collection of user charges as per market norms in consultation with PSCL

3. Instructions to Bidders

- 3.1 Online tender is invited from any experienced operator having the support of professional staff with a proven track record that fulfills the technical requirements.
- 3.2 A minimum monthly rent shall not be less than Rs. 12,00,000/-.
- 3.3 Any rate quoted below the minimum monthly guarantee (MMG) will be disqualified.
- 3.4 Monthly payments are to be accompanied by appropriate financial statements and reports.
- 3.5 Bid processing fees has to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS. All bidders are required to follow the bidding process mentioned on the website and submit their technical and financial bids online.
- 3.6 The tenderer who will get the Minimum Qualifying marks after the technical evaluation of the tender will be responsive and eligible for further evaluation. The financial bid will be decided on the highest quoted rent, which should not be less than 12,00,000/- (Twelve Lakh only) per month. The Successful bidder in the financial bid will be selected for the service.
- 3.7 The Bidders are advised to physically visit and inspect the existing building and premises that may be necessary for submission of the tender and for entering into the contract for the execution of the works before submission of the tender. No complaints on the available facilities will be entertained at a later date.
- 3.8 Bids should be submitted (uploaded) on or before the bid due date and should be in the prescribed forms/formats as mentioned in this tender.

- 3.9 The payments towards tender fee and EMD shall be duly pledged in the name of Managing Director, Patna Smart City Limited, Patna should be submitted before the opening of the technical bid date and time to the office of Patna Smart City Limited, 4th Floor, ICCCL-cum-PSCL Building, SSP campus, North Gandhi Maidan, Patna, Bids not in the prescribed forms/formats will be summarily rejected.
- 3.10 Earnest Money and Tender Fee shall be accepted only on or before bid submission date and time. Bids received after the bid due date shall be rejected and shall be returned unopened.
- 3.11 In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
- 3.12 The EMD's of all unsuccessful Bidders (Bids have been rejected/fail in test of responsiveness/have submitted incomplete bids) will be refunded, without any interest, after the Letter of Award has been accepted by the successful bidder.
- 3.13 The EMD will not carry any rate of interest.
- 3.14 As per the evaluation process mentioned in this tender, the qualified bidder that has been declared as the successful bidder/ preferred bidder shall be issued the Letter of Award.
- 3.15 The successful bidder shall be required to submit the Letter of Acceptance to the authority within 7 days of issuance of the Letter of Award. Failing which, the Letter of Award shall stand withdrawn without any liability on PSCL (SPV) and the EMD of such bidder shall stand forfeited.
- 3.16 The successful bidder shall be required to sign the Agreement within 15 days of acceptance of the Letter of Award. The successful bidder shall be liable to fulfill the following obligations as a precondition of signing the PSCL (SPV) Agreement:
Failing to fulfill the aforementioned obligations, the Letter of award shall stand withdrawn without any liability on PSCL (SPV) and the EMD of such bidder shall stand forfeited.
- 3.17 Bidders should note that:
- (i) If they withdraw their Bid after their technical bid has been accepted, or
 - (ii) In case successful bidders fail to execute the Agreement within 15 days from the date of receipt of the Letter of Award, or
 - (iii) If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
 - (iv) Try to influence PSCL (SPV) or any of its officials in relation to the evaluation of bids; PSCL shall have the right to forfeit their EMD and blacklist them from participating in any future tenders issued by PSCL (SPV).
- 3.18 Bids shall remain valid for a maximum period of 120 days from the date of opening of the price Bid.
- 3.19 PSCL (SPV) reserves the right to reject/cancel any or all bids at any stage at its sole discretion and without assigning any reason, and no claim of any whatsoever nature will be entertained on this account.

- 3.20 PSCL (SPV) may, at its sole discretion, extend the bid due date and amend the tender by amending the tender documents. In such a case, all rights and obligations of PSCL (SPV) and bidders previously subject to the bid due date will thereafter be subject to the bid due date as extended.
- 3.21 During evaluation of bids, PSCL (SPV) may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 Business days from the date of receipt of the request, failing which the bid of such a bidder shall be rejected and PSCL (SPV) shall have the right to forfeit the EMD of such bidder.

4. Model License Agreement

The selected agency shall execute a Model License Agreement with PSCL, containing:

- Scope of services and performance benchmarks
- License fee terms and revenue sharing clauses
- Renewal, termination, and exit clauses
- Safety, security, and operational responsibilities
- Dispute resolution and jurisdiction
- Any other relevant clauses as applicable

5. License/lease period

The rooftop space shall be provided on a license/lease basis for an initial period of 10 (Ten) years. The license shall be governed by a Model License Agreement to be executed between PSCL and the selected agency.

6. Eligibility Criteria

All the Bidders / Agencies must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the Bid. The bidders not meeting the Eligibility Criteria stated below and not accompanied by the requisite documents/EMD shall be treated as incomplete and hence will be rejected.

- a. The Applicant/Tenderer should be a citizen of India;
- b. Legal Status: Registered company, proprietorship, partnership firm, LLP, or society.
- c. The agency shall be required to have a minimum of a 3-star rating, duly recognized by the Ministry of Tourism, Government of India. This is intended to ensure adherence to high standards of food quality, hygiene, and service. The agency must have a proven track record in managing food and beverage services and must be actively involved in the day-to-day operations of the food court. Proof of the star rating shall be submitted as part of the technical bid.
- d. Experience: Minimum 5 years' experience in the hotel industry, restaurant management, managing commercial events, or public utility spaces.

- e. Financial Capability: Average annual turnover of ₹7.5 Crore or above in the last three financial years.
- f. No Blacklisting: Should not be blacklisted by any Government agency.
- g. Relevant Projects: The bidder should have prior experience in operating hotel chains, banquets, or managing public food-related events of significant scale (e.g., exhibitions, fairs, or institutional catering), at least for the period a minimum of five years as on the date of tender. Documentary evidence such as work orders, agreements, or completion certificates must be provided to demonstrate relevant experience.
- h. Quality certificate or any other certificates/licenses as applicable may be submitted;
- i. Bidder should not be black listed/debarred by the state or central government agency for one year before the time of submission of this tender. Declaration regarding blacklisting/debarring (As per Annexure III)
- j. A copy of the Registration of the Shop /Agency / Firm / Company issued by the Nagar Nigam /concerned authority of the State Shops and Commercial Establishment Act is must wherever applicable;
- k. The bidder must be registered with ESI/PF authorities and must have a labour license for the appropriate person.
- l. The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/TAN/TIN/GST certificates wherever applicable;
- m. The bidder shall submit ITR, audited Balance Sheet, and relevant enclosures of the last 03 years.
- n. Average Annual Turnover of the firm should not be less than Rs 7.5 crore in the last three financial years. (FY 2021-22, 2022-23, 2023-24)

7. Evaluation of Tenders:

- a. The tender will be evaluated based on Technical Evaluation Parameters as mentioned below:

S. No.	Parameter	Evaluation Criteria	Maximum Marks
1.	Selection of an Agency to Operate and Maintain the Rooftop Multipurpose Hall (Approx. 12,000 sq. ft.) at A Block, Maurya Lok Complex, Patna	<p>Experience in completed years</p> <p>Upto 05 years = 10 Marks</p> <p>05 to 10 Years = 20 Marks</p> <p>10Years and above = 30 Marks</p>	30
2.		Rs. 7.50 Cr to 10 Cr. = 10 Marks	30

	Average Annual Turnover in the Last Three Financial Years	Rs.10 Cr to 12.50 Cr = 20 Marks Rs12.50 Cr and above = 30 Marks	
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Bidders will be evaluated finally on the basis of the above evaluation table. Bidders who fulfill the eligibility criteria will only be evaluated based on the above table. (Minimum Qualifying Mark-30(minimum 10 marks in each parameter), Maximum Marks -60)

b. **Selection of Vendor:** Tenderer who will get the minimum Qualifying marks after evaluation of tender will be selected for financial bid evaluation. The financial bid will be decided on the highest quoted rate, and the quoted rate should not be less than 12,00,000/- (Twelve Lakh only) per month. The Successful bidder in the financial bid will be selected for the service.

c. A Committee constituted by the Department shall evaluate the tenders. The decision of the Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

d. Any approach from the tenderer or his representative, trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The Committee has been empowered to take the final decision regarding the tender.

e. **Amendment of Tender Document**

At any time prior to the deadline for submission of proposals, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Department. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee, if required.

Section-B

1. Submission of Tender:

1. Pre-bid meeting will be held as per NIT at the Managing Director, PSCL office. The prospective tenderer(s) are requested to attend the pre-bid meeting on the scheduled date and time. Technical requirements, Terms & Conditions, or any other query related to this tender shall be opened for discussion for wider competition and competitive prices. The Pre-bid queries are to be submitted on or before as per the NIT on the above-mentioned email ID. No queries would be acceptable after the prescribed timeline. The tenders of the bidders should be received as mentioned appropriately.

2. Tenderers are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders.
3. Tenders in the name of the Minors or on behalf of the Minors will be rejected, duly forfeiting the EMD.
4. In case of Firms /Companies/Departments, etc., the authorized representative can submit the tender application along with an authorization letter.
5. The tenderer should submit the Demand Draft and EMD in original towards the EMD amount and any other supporting documents in a cover; the Shop/ Nature of Business, Name and Address of the tenderer shall be indicated.
6. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened by the Committee. The tenderers or their authorized representative (only one) may present while opening the sealed covers.
7. The Tender forms are not accompanied by the Demand Draft/Banker's Cheque in the original form
Nationalized Banks towards the requisite EMD, incomplete filled-in Tender forms, and unsigned Terms & Conditions will be rejected.
8. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Department/Licensors will summarily be rejected at the time of opening of Tenders.
9. The Tenderer shall sign on each page of the Tender form, duly enclosing the requisite EMD, and keep kept in a sealed cover. Stating tender for Selection of an Agency to Operate and Maintain the Rooftop Multipurpose Hall in Bold and Capital letters shall be written on top of the sealed cover. The sealed cover shall be dropped in the Tender Box kept at the PSCL Office by the tenderer.

2. Earnest Money Deposit (EMD):

1. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 28,80,000/- (Rupees Twenty eight lac eighty thousand only).
2. The EMD may be submitted in the form of an account payee demand draft, bankers' cheque, or Bank guarantee from any commercial bank in the acceptable form, and shall be drawn in favour of "Managing Director, Patna Smart City Limited" payable at Patna.
3. The EMD amount will not carry any interest.
4. EMD is not exempt from any Organizations/ Institutions/ Communities, etc., Society/ Voluntary entities.
5. The Earnest Money Deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the performance security, and for unsuccessful bidder(s), it will be returned after award of the contract as per norms.
6. Earnest money deposit of the successful tenderer shall be forfeited if it refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame as specified by the PSCL (SPV).
7. After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days / as per norms.
8. PSCL reserves the right to reject any one or all the Tenders received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

3. **Opening of Tenders:-** The Tenders will be opened on as per NIT at website of eproc2 & Patna Smart City Ltd.

Section-C

1. **Allotment of Contract:-** As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into an agreement for running the service for which he/she emerged as a successful tenderer within 15 days from the date of issue of the allotment letter.
2. **Term/Period of Contract:** - The lease period shall be initially for ten (10) years from the commencement date.
3. **License Period/Minimum Period of Doing Business:**
 - a. The License period of the selected Agency to Operate and Maintain the Rooftop Multipurpose Hall shall be for a maximum of ten years only.
 - b. The annual escalation of 05 percent (%) on the lease fee(rent) shall be applicable every year.
 - d. The successful tenderer/allottee shall enter into a deed of license agreement for ten years or as the case may be and commence the business within fifteen (15) days from the date of receipt of allotment letter on non-judicial stamp paper worth Rs 1000/-, which has to be produced by the allottee /tenderer. If the allottee fails to enter into a deed of license (agreement) and commence the business within fifteen (15) days from the date of payment of the security deposit, the Security Deposit shall be liable to be forfeited.
 - e. Payment of License Fee: The licensee shall have to pay the monthly license fee on or before the 05th day of every month. In case of belated payment of the monthly license fee, electricity and water charges penalty @ 36% per annum of the amount due shall be paid.
 - f. Non-Exclusive Clauses: The allotment of the work shall be on a “NON-EXCLUSIVE BASIS,” i.e., the Department shall have the right to grant the license to more than one licensee to do the same Business on the same Premises.
4. **Security Deposit/Performance Guarantee**
 - a. The successful tenderer shall deposit the performance guarantee in the form of Fixed Deposit Receipt (FDR)/irrevocable bank guarantee in the prescribed format issued by any Nationalised/Scheduled Bank, for an amount equivalent to 10% of the lease agreement period within 15 days from the date of LOI in favour of “Managing Director, Patna Smart City Limited and it will be kept valid for 60 days beyond the date of completion of the contract period.
 - b. The security deposit shall not carry any interest.
 - c. The Security deposit is refundable only after the completion of the license period.
 - d. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
 - e. The security deposit of licensee of Appointment of an Agency to Operate and Maintain the Rooftop Multipurpose Hall shall be refunded only after removal/dismantling additional structures, constructed by them for their use, if any.
 - f. In case the licensees vacate the premises without dismantling /removing the additional structures the cost of dismantling /removing the additional structures

shall be adjusted out of the security deposit/FDR/irrevocable bank guarantee and the balance shall be refunded.

- g. The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of the license or for breach of any condition/conditions of the license.
- h. If any defect is found in the Operation and maintenance of the Rooftop Multipurpose Hall premises, then the lessee will have to compensate at his cost.

5. Termination of License:-

1. Termination of License, forfeiture of the Security Deposit/Performance Guarantee :
 - a. The licensor is at liberty to terminate the license with three months' notice, without assigning any reasons.
 - b. The licensee is also at liberty to terminate the agreement with three months' advance notice.
 - c. If the licensee defaults in payment of the license fee for three months consecutively or three times in a calendar year, the license can be terminated by the employer, and as a consequence thereof, the security deposit will be forfeited.
 - d. If the licensee fails to do business for a period of (90) Ninety days for which the license is granted for whatever reason, the agreement may be terminated by the employer, and as a consequence, the security deposit shall be forfeited.
2. The licensor shall have the right to terminate the license (contract) if, in his opinion, the quality of services sold is not up to the standard/satisfactory, and as a consequence thereof, the security deposit shall be forfeited.

Section-D

1. Specific Terms and Conditions:

- a. The successful bidder/lessee shall ensure that the customers are charged a reasonable rate for the products. The Committee of the PSCL may verify the price of the selling items from time to time. In case of any discrimination, the penalty may be imposed, and administrative action can be taken.
- b. License fee will be the highest rate quoted by the vendor,
- c. Electricity & Water Charges: The electricity and water charges and any other costs shall be borne by the licensee.
- d. The Committee will have the right to see the quality, market price, and reasonableness of the items.
- e. Encouraged to install swiping machines for convenience in payments for the goods delivered.
- f. No subletting of work/space will be allowed.
- g. The successful bidder/lessee shall engage a sufficient number of manpower, which is considered appropriate for serving the persons occupying the premises.
- h. The material used for preparing items shall be of standard quality.
- i. The successful bidder/lessee has to ensure that the staff serving in the said complex are well-mannered and are in proper uniform.

- j. The successful bidder/lessee shall ensure that they provide the best standard of services to the customers.
- k. The successful bidder/lessee shall arrange utensils, cutlery and crockery, and other equipment /items/furniture required to provide the services at his own cost.
- l. The successful bidder/ lessee will have a proper valid license from the concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regard. The successful bidder/lessee shall be solely responsible for any consequence arising due to Non-compliance with any guidelines of the concerned statutory authority, and the PSCL shall be in no way responsible for the same.
- m. The licensee must ensure that the preparation and serving of veg and non-veg items are separate. PSCL employees will be eligible for a 40% rebate on the standard price.
- n. Patna Smart City Limited (PSCL) shall reserve the right to utilize the Multipurpose Hall, located on the rooftop of A Block, Maurya Lok Complex, Patna, for a total of 15 (fifteen) days in a calendar year for official purposes. These may include, but are not limited to, government meetings, workshops, conferences, public interaction programs, exhibitions, or other events conducted under the Smart Cities Mission or by allied government departments. The selected agency shall be provided with at least 7 (seven) days' prior notice for such scheduled usage. On such days, the agency shall ensure the hall is made available in clean and ready-to-use condition and shall extend full cooperation to PSCL or its designated users. No claim for loss of revenue or compensation shall be entertained by PSCL for these reserved days.

2. General Terms and Conditions:

- i. Lessee shall be allowed 60 60-day lease fee-free mobilization period for the completion of fit-out works. The mobilization period shall commence from the date of the takeover of possession of leased space by the lessee or the date as specified in the Letter of Intent (LOI).
- ii. The successful Tenderer will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of License), failing which EMD/SD/PG paid will be forfeited, besides canceling the license.
- iii. Change of Nature of Business: The licensee has to do the same business which is mentioned in the tender notification and for which the license is issued. If the licensee is found doing business in the allotted area other than the stipulated in the deed of license, the license is liable for termination, duly forfeiting the Security Deposit/Performance Guarantee.
- iv. In the event of the death of the licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of the license on execution of a fresh deed of license by such Heir.
- v. The premises will be given "as is where is condition to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the PSCL concerned and as per the drawings approved by the PSCL. The successful bidder shall maintain the premises in a neat and tidy manner at all times.

- vi. Confinement to the Area of Approx. 12,000 sq. ft. at the rooftop of A Block, Maurya Lok Complex, Patna:
- a. The licensee has to perform the business by confining to the extent of the Space allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment of platforms, area, or other space by the licensee, under any circumstances.
 - b. If the licensee encroaches on the platforms, area meant for passengers' movement, or the area of another shop/open space, the licensee is liable for payment of a penalty. If the licensee is habituated to encroachment, liable for termination by serving a notice.
 - c. Bio waste management should be done in a proper way by following the waste management policy of the Government of Bihar. The premises and surroundings of the space shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the licensor and the Municipal Authorities. Non-compliance will attract the imposition of a penalty between Rs. 1000 to 5000/- on each occasion as per the desecration of PSCL. Plastic Bags will be totally prohibited inside the Campus.
 - d. A "Suggestions & Complaints" book at his establishment, which shall be made available to the public on demand immediately. Any suggestions or complaints made by the public it is the responsibility of the licensee to bring to the notice of the licensor. The said book shall be produced for inspecting officials. The "Suggestions & Complaints" recorded in the suggestions & complaints book should be scrupulously followed, and failure to follow will lead to
 - e. Levy of penalty or termination of agreement or forfeiture of security deposit at the discretion of the Department.
 - f. The licensee has to undertake whitewashing/painting of the space provided once in a year at his own cost.
 - g. On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact to the licensor at 17.00 hrs. on the last day of the contract.
 - h. If the Licensee fails to deliver vacant possession of the Rooftop Multipurpose Hall to the licensor, the licensor shall have the right to take possession of the premises by breaking the lock. The articles, if any, left by the licensee will be kept in public auction on the next day of taking over the premises of the licensor.
 - i. The Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets, and gadgets are used and maintained properly, for guarding against short circuits/fires.
 - j. The Licensee has to confine his activities only within the specified area handed over to him, and for running the business of the Appointment of an Agency to Operate and Maintain the Rooftop Multipurpose Hall,
 - k. The Licensee has to furnish furniture in front of the PSCL authorities.
 - l. The Licensee has to make their own arrangement for the transfer of food
 - m. The Licensee has to make and maintain the premises neat and clean during and after serving food to the people. Any leftover food, materials, etc. should be removed immediately

- n. Use of Coal, firewood, etc. is not permissible. In case coal or Firewood is essential for a particular Cuisine, special prior written permission will have to be taken.
- o. The Licensee of the including the kitchen, stores, and other food handling areas, should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2011, and various Food Safety and Standards regulations as applicable from time to time. The operator shall be solely liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006, or any issue arising out of food contamination, poisoning, and related issues, and the licensee is alone liable to all third-party claims.
- p. The Licensee shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/honey webs from the property and premises, cleaning and sweeping of rooftops with brooms / mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from in and outside and should be emptied at the end of the shifts regularly. The Licensee shall undertake Cleaning, sweeping, and horticulture of the common area. The proper security arrangements of the Campus are the responsibility of the Licensee.
- q. Licensee shall ensure the collection, screening, and segregation of dry and wet garbage areas. The successful bidder shall also ensure the segregation of biodegradable, non-biodegradable, and hazardous waste. Appropriate disposal as approved by the applicable authority shall be the responsibility of the management operator. The management operator shall in no way harm the environment of the place.
- r. The Licensee shall render services in all shifts, throughout the year, including Sundays and holidays as per the requirements.
- s. The management operators have to arrange a silent generator set for stand-by electricity at their own cost.

vi. Manpower deployment:

- a. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.
- b. The licensee has to pay amounts in case of any accident to the personnel employed by them during the business time. The licensee is alone for liable workmen's compensation and any other statutory dues, and PSCL is not liable for payment of any such amount.
- c. The personnel employed by the successful bidder/lessee will be employees of the successful bidder/lessee, and the PSCL shall have nothing to do with their employment. The department will not be responsible for any injury to the personnel engaged by the successful bidder/lessee. The PSCL shall have the right to ask for the removal of any person of the successful bidder/lessee who is not considered to be competent and orderly in the discharge of his duties.
- d. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirements of other Central/ State Government organizations. In case on non-adherence of any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the

consequences arising out of non adherence. The PSCL in no way will be responsible for the same.

vii. Taxes:

The licensee shall pay all the taxes which are levied by the Central Government, State Government, and Local Authorities from time to time. The PSCL is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of the license and vacation of premises

- viii. All the above terms and conditions will form part of the agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Department.
- ix. All notices, consents, sanctions, directions, and approvals referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.
- x. Failure to deliver vacant possession by the Licensee to the Licensor shall entitle the Licensor to forfeit the Security deposit/Performance Guarantee.
- xi. In the event of any damages caused to the premises or property of the Licensor by the Licensee or his representatives, agents, or servants during the subsistence of the licensee period, the licensee shall make good to the Licensor and shall have the right to recover the said sum from the Security Deposit of the licensee.
- xii. During the agreement period, the licensor is at liberty to alter /modify /add/delete the condition(s) of the agreement in the interest of the PSCL.
- xiii. Prohibitions:
 - a. No licensee should sell any prohibited items by the Department or by the Government or any enforcing agencies. They shall adhere to the code of conduct laid down by the Department from time to time. The license agreement can be terminated at any time without assigning any reasons, including violation of contractual obligations.
 - b. Since the consumption of Alcohol & smoking is prohibited in the said Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the area leased out to him.
 - c. Use of polythene: All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
 - d. No child laborer shall be employed for servicing as per law.
 - e. The licensee shall not exhibit or permit any advertisement in the shop, except the same style of his/her business, and the cutout/poster/hoarding should not be obscene. In case of misbehavior, assault on a person/employees Department, or any act or comment tarnishing the image of the Department by the licensee or his representative /workers leads to the imposition of a penalty or termination of the contract, duly forfeiting the Security Deposit amount.
 - f. Subshops/Outlets: Permission shall not be accorded to any licensee to open subshops/Outlets under any circumstances for whatsoever.

- xiv. The operation of the timings shall be as directions of the Patna Smart City Limited.
- xv. PSCL reserves the right to accept or reject any tender at the sole discretion of PSCL without assigning any reasons thereof.

3. Penalty Provision:

3.1 In the opinion of the licensor, if the licensee fails to execute the license for the terms mutually agreed upon and enter into the agreement/contract between the licensor and the licensee to the satisfaction of the licensor, the PSCL (licensor) has the right to take the following actions:

- a. The imposition of a fine for breach of contract by an authorized officer of the PSCL.
- b. Forfeiture of Security Deposit / Performance Guarantee, either partly or fully.
- c. Termination of license by giving three months' notice.
- d. Termination of contract with the above due notice and also simultaneous forfeiture of the security deposit.
- e. If any statutory authorities impose any punishment or fines, etc., and if the PSCL is made a party in such penal action, the PSCL has the authority to keep the security deposit, etc., until it is proved to the satisfaction of the PSCL that such penal actions cease. Such penal actions may be a reason for the termination of the Contract.

4. Dispute Redressal & Applicable Law:

4.1 In all disputes and doubts, or interpretations of the clauses or conditions applicable to the license or otherwise, the decision of the Managing Director, PSCL, shall be final and binding on the licensee.

4.2 The contract shall be governed by the laws and procedures established by the Government of Bihar, within the framework of applicable legislation and enactments made from time to time concerning such Commercial dealings/processing. Any disputes are subject to the exclusive jurisdiction of the Competent Court and Forum in Patna only.

4.3 Any dispute redressal will be subject to the jurisdiction of the Patna High Court.

4.4 Force Majeure: Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.

ANNEXURE: I

Application Form

For

To

The Managing Director
Patna Smart City Limited
Dear Sir

This is in reference to Tender Notification as per NIT regarding Selection of an Agency to Operate and Maintain the Rooftop Multipurpose Hall. I, hereby submit Tender in the prescribed format. I have read all the Terms and Conditions supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the PSCL Patna from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the Applicant

Full Name: _____

Permanent Address: _____

Mobile Phone No: _____

ANNEXURE : II

Applicant Information Sheet

1.Name of the Applicant: _____

2.Father's Name of Applicant: _____

3.Nature of Current Business : _____

4.Age of the Tenderer : _____

5.EMD Particulars:

DD	Amount	:	DD No. :	_____
Rs.	_____		Bank Details :	_____
Date	_____	:		

5.Full Address of Applicant: _____

7.Pan Card No. : _____

8.I offer the following sureties who have signed hereunder as Sureties.

Sl.No.	Name of the Sureties	Occupation	Signature
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1.

2.

3.

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Signature of the Applicant

ANNEXURE :III

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

(To be executed &attested by Public Notary / Executive Magistrate on Rs.100/- non-judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the _____ firm/company _____ namely M/s._____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____

_____ hereby declare that _____ the Firm/company namely M/s. _____ _____w as blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by Executive Engineer, Central Building Division, and EMD/ Performance Security shall be forfeited.

In addition to the above Executive Engineer, Central Building Division will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name_____

Address_____

Attested
(Public Notary / Executive Magistrate)

ANNEXURE : IV

Form – 3
Financial Capacity of the Applicant Firm/
Bidder (Certificate from Statutory Auditor/
Chartered Accountant)

S. No.			Financial Year	Annual Revenue (In Rs.)	
1			2021 – 2022 (A)		
2			2022 – 2023 (B)		
3			2023 – 2024 (C)		
			Average turnover (A+B+C)=D		

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____ (Applicant / bidder) has the turnover from one or multiple of the following businesses Appointment of an Agency to Operate and Maintain the Rooftop Multipurpose Hall.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

Form - 4
Financial Bid
Statement

(On the Letter Head of the Applicant, to be submitted in a separate sealed envelope)

I/We hereby offer to take the Operation and Maintenance of the Rooftop Multipurpose Hall as per details indicated in the RFP, at A Block, Maurya Lok Complex, Patna 800001, Bihar,

I/we shall pay to Leaser a monthly Lease fee of Rs. (in figures) (in words) plus taxes as applicable for the operation and maintenance of the Rooftop Multipurpose Hall payable in advance before signing Lease Agreement as per terms and conditions mentioned in the RFP.

Appointment of an Agency to Operate and Maintain the Rooftop Multipurpose Hall	Total Lease Fees (Rs.) (In figures)	Total Lease Fees (Rs.) (In Words)
Quoted Monthly Lease fee of Space plus taxes as applicable		

- a) I/we shall also pay the other utility charges like CAM, electricity, water etc.
- b) I/we undertake that the Rooftop Multipurpose Hall space shall not be utilized for business / trade other than as identified in the RFP.
- c) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the Leased space, and acknowledge that, the Leaser shall not be liable for any security or safety related matters of the Leased space.
- d) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Leased including but not limited to technical and financial viability, legal framework, kitchen and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.
- e) I/we confirm that all applicable terms and conditions as specified in the RFP and Lease Agreement shall be adhered to by my me/us during the entire Lease Period.
- f) I/we understand that allocation of space will be done on ranking of the bid.
- g) I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.
- h) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- i) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- j) I/we understand that all stamp duties for registration of built-up space required for the execution of Lease agreement in pursuance of this Bid, shall be borne by Lessee.
- k) I/we undertake that, if any loss incurs during Lease Period, to any movable/

immovable properties of the Lease Space, cost of same will be borne by Lessee. In case Lessee does not rectify damages, same shall be recovered from Security deposited by Lessee.

1) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the space offered, all risks and contingencies and all other conditions that may affect the financial bid.

m) I/we agree to keep my/ our offer valid for 120 days from the due date of submission of this Bid. Authorized signatory
Name & Seal of the Applicant

Name:

Designation:

Company Name: Address:

Contact :

ANNEXURE: VI

Form – 5

[on non-judicial stamp paper of Rs. 1000/-]

Power of Attorney by Lead Member/ Partner in favor of Designated Person(s)
Dated

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY
CONCERN

Shri ----- (Name of the Person, domiciled at -- (Address), acting as -

----- (Designation and name of the Firm), and whose signature is attested
below, is hereby
authorized on behalf of - (Name of Bidder) to sign and submit the proposal,
----- negotiate and settle

terms and conditions, finalize, approve, sign and execute Agreements, Documents,
Endorsements, Writings, etc. as may be required by Authority/Leaser for " Selection
of an Agency to Operate and Maintain the Rooftop Multipurpose Hall at rooftop of A
block Mourya Lok Complex, Patna, Bihar, "and is hereby further authorized to sign
and file relevant documents in respect of the above.

(Attested signature of Shri-----)

We hereby ratify and confirm that all acts done by our (name of designated
attorney ----- person)
shall be binding on us as if same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our Day
respective hands this -----
of - ---- 2019—in the presence of the following witnesses,

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

Signature:..... [Signature of authorized signing officer]
.....

Name:..... [Name of authorized signing officer]
.....

Title:..... [Title of authorized signing
..... officer]

* Any change in the designated person(s) should be informed to Authority/ Leaser
along with a similar Power of Attorney in favor of such person(s).

ANNEXURE : VII

Form –6

Declaration cum Undertaking
(on letter head of Applicant)

To,
Managing Director
Patna Smart City Ltd.

I/We hereby declare that, in case we are allotted the Leased space, I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant

Date: