



Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER FOR

“Appointment of an Agency to Operate and Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna”

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

NIT No. – 09/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 Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna”		Rs. 11,800/-	12,00,000/-	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 1600 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 getaway (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 .			
ज्ञापांक:- 456 / 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।				
<div>Managing Director Patna Smart City Limited</div>				



REQUEST FOR PROPOSAL (RFP)

of

“Selection of an Agency to Operate and Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna”

NIT No- 09/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 2219180

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 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 that 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 depend upon the interpretation of the 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 of 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

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Section-A

1. Introduction

Patna Smart City Limited (PSCL), a Special Purpose Vehicle (SPV) under the Smart Cities Mission, invites sealed proposals from experienced and reputed agencies/firms for the operation and management of a fully furnished Gym and Yoga Centre of approximately 5000 sq. ft. located at B Block, Maurya Lok Complex, Patna. The facility is equipped with basic amenities, fixtures, and utilities. It is intended to select an agency for the operation and management of the day-to-day functions of the gym and yoga center under a minimum monthly rent model.

2. Scope of Work

- Operate and manage the day-to-day functioning of the Gym and Yoga Centre.
- Hire qualified trainers, staff, and maintain a healthy and safe environment.
- Ensure maintenance of all equipment, utilities, and infrastructure.
- Market and promote the centre to attract memberships and users.
- Organize health programs, yoga sessions, and fitness workshops.
- Maintain cleanliness, sanitation, and customer satisfaction.
- Submit periodic reports to PSCL regarding usage, revenue, and upkeep.

3. Instructions to Bidders

- 3.1 Online tenders are invited from an experienced operator having the support of professional staff with a proven track record that fulfills the technical requirements.
- 3.2 Monthly rent/license fee should not be less than Rs. 5,00,000/- (Rupees Five Lakh only)
- 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 shall 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 selected for financial evaluation. The financial bid will be decided on the highest quoted rent, which should not be less than 5,00,000/- (Five 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 submitting 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 on or before the technical bid opening date and time to the office of Patna Smart City Limited, 4th Floor, ICCC-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 the 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 nature whatsoever 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 enter into a Model License Agreement with PSCL detailing:

- Scope of work and deliverables
- License fee and revenue sharing terms
- Conditions for renewal and termination
- Roles, responsibilities, and dispute resolution mechanisms
- Compliance with safety, hygiene, and public service standards

5. License/lease period

The license period shall be for an initial duration of 10 (Ten) years. The selected agency shall execute a Model License Agreement with PSCL before the commencement of operations.

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 with 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: The bidder must be a legally registered company, proprietorship concern, partnership firm, LLP, society, or trust, operating in the field of fitness, wellness, or healthcare services. Documentary proof such as Registration Certificate, PAN, and GST registration must be submitted.
- c. The bidder should have at least 5 years of experience in operating and managing gyms, yoga centres, fitness clubs, or wellness studios of similar scale (minimum 2000 sq. ft.). Documentary evidence like work orders, agreements, or completion certificates must be enclosed.
- d. Manpower and Certification:
The bidder must have certified fitness trainers and yoga instructors on its payroll or under contract. Minimum qualifications (such as certifications from recognized bodies like Yoga Alliance, NSDC, etc.) must be detailed in the technical proposal.

- e. Brand Presence (Preferred)
Preference shall be given to agencies having multiple operational fitness centres under a common brand name in India.
- f. Experience: Minimum 5 years of experience in managing gym, yoga, wellness, or fitness centers.
- g. Agencies with ISO certifications (e.g., ISO 9001 for Quality Management in Fitness/Wellness) or wellness industry awards/accreditations will be given weightage in the technical evaluation.
- h. Financial Capability: Average annual turnover of ₹30 lakhs or above in the last three financial years.
- i. No Blacklisting: Should not be blacklisted by any Government agency.
- j. Bidder should not be black listed/debarred by the state or central government agency for the last one year till the last date of submission of this tender. Declaration regarding blacklisting/debarring (As per Annexure III)
- k. 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;
- l. The bidder must be registered with ESI/PF authorities and must have a labour license for the appropriate person.
- m. The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/TAN/TIN/GST certificates wherever applicable;
- n. The bidder shall submit ITR, audited Balance Sheet, and relevant enclosures of the last 03 years.
- o. Average Annual Turnover of the firm should not be less than Rs 30 Lakh 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	Agencies having multiple operational fitness centres under a common brand name in India	Multiple operational fitness centres under a common brand name in India	20
2	Agencies with ISO certifications (e.g., ISO 9001 for Quality Management in Fitness/Wellness) or wellness industry awards/accreditations will be given weightage in technical evaluation	e.g., ISO 9001 for Quality Management in Fitness/Wellness	20

3	Appointment of an Agency to Operate and Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna	Experience in completed years Upto 05 years = 10 Marks 05 to 10 Years = 20 Marks 10Years and above = 30 Marks	30
4	Average Annual Turnover in the Last Three Financial Years	Rs. 30 Lakh to 50 lakh = 10 Marks Rs.50 Lakh to 1 Cr = 20 Marks Rs 01 Cr and above = 30 Marks	30

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-40, Maximum Marks -100)

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 rate should not be less than 5,00,000/- (Five 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 on (Month) 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 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 in the appropriate manner.
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 not accompanied by the Demand Draft/Banker's Cheque in original from any 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/Licensor 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 it in a sealed cover, stating tender for Selection of an Agency to Operate and Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna 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. 12,00,000/- (Rupees Twelve lac 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 at by the tender committee will be entertained.
3. **Opening of Tenders:-** The Tenders will be opened as per NIT at the 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 the period of 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 Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna 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 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 a period of 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 the licensee selected to Operate and Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna shall be refunded only after removal/dismantling of 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 Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna 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 cost of the services 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. The agency shall be responsible for the day-to-day operation, upkeep, and maintenance of the premises and equipment.
- g. The agency shall ensure the availability of trained professionals (certified fitness trainers, yoga instructors, etc.).
- h. Any civil, electrical, or plumbing damage caused due to negligence must be repaired by the agency at its own cost.
- i. The agency shall maintain and periodically upgrade the fitness and yoga equipment to ensure safety and service standards.
- j. Any new installation or modification in layout/interior shall require prior approval from PSCL.
- k. Encouraged to install swiping machines for convenience in payments for the services delivered.
- l. The agency must ensure compliance with all applicable laws, including labour laws, FSSAI (if providing supplements/beverages), fire safety norms, and data privacy laws.
- m. All required licenses, permits, and insurance (including fire and third-party liability) must be kept valid at all times.
- n. User Charges and Membership:
 - Membership fees and service charges shall be set transparently and competitively. PSCL reserves the right to review pricing in the public interest.
 - The membership shall be offered at discounted or free rates to PSCL/municipal nominees if required.
- o. Branding and Promotion:
 - Branding must include “In association with Patna Smart City Limited” on promotional materials.
 - PSCL reserves the right to use the space for city promotion or fitness-related government events on prior notice.
- p. No subletting of work/space will be allowed at any stage.
- q. The successful bidder/lessee shall engage a sufficient number of manpower, which is considered appropriate for serving the persons occupying the premises.
- r. The material used for preparing items shall be of standard quality.
- s. The successful bidder/lessee has to ensure that the staff serving in the said complex are well-mannered and are in proper uniform.

- t. The successful bidder/lessee shall ensure that they provide the best standard services to the customers.
- u. The successful bidder/lessee shall arrange for other equipment /items/furniture required to run the center at their own cost.
- v. The successful bidder/ lessee will have a proper, valid license from the concerned/ prescribed 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.
- w. PSCL employees will be eligible for a 40% rebate on the standard price for membership
- x. Patna Smart City Limited (PSCL) shall have the right to reserve and utilize the Gym and Yoga Centre premises, or a portion thereof, for its official purposes for a total of 15 (fifteen) days in a calendar year. These purposes may include, but are not limited to, health and wellness campaigns, awareness programs, training sessions, official meetings, or other events organized under the Smart Cities Mission or any government initiative. The agency shall be informed at least 7 days in advance of such scheduled use. During such reserved days, the agency shall cooperate in providing the necessary logistical support and shall not raise any claim for loss of business or compensation. The days of usage shall be distributed in a manner that does not unduly disrupt the regular functioning of the centre.

2. General Terms and Conditions:

- i. Lessee shall be allowed a 60-day lease fee-free mobilization period for the completion of fit-out works. The mobilization period shall commence on the date the lessee takes possession of the leased space or the date 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. 5,000 sq. ft. at the Gym & Yoga center of B 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 the levy of a penalty or termination of the agreement, or forfeiture of the security deposit at the discretion of the Department.
- e. The licensee has to undertake whitewashing/painting of the space provided once a year at his own cost.
- f. 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.
- g. In the event that the Licensee fails to deliver vacant possession of the fully furnished Gym & Yoga center 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.
- h. 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.
- i. The Licensee has to confine his activities only within the specified area handed over to him and for running the business to operate and manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna
- j. The Licensee has to furnish furniture. in front of the PSCL authorities.
- k. The Licensee has to make and maintain the premises of neat and clean.
- l. The Use of Coal, firewood, etc. is not permissible.
- m. 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 Gym & Yoga centra 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.

- n. The Licensee shall render services in all shifts, throughout the year, including Sundays and holidays as per the requirements.
- o. 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 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 their 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 of non-adherence to 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 applicable 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. No child laborer shall be employed for servicing as per law.
 - d. The licensee shall not exhibit or permit any advertisement in the allotted space, 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.
 - e. 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. 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.
- 3.6 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 Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna. I hereby submit the 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:

DDAmount	:	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
_____	_____	_____	_____
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

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 of gym, health club, yoga center.

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 tender to Operate and Manage a Fully Furnished Gym & Yoga Center 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) (rupee) (in words) plus taxes as applicable for operating and managing a Fully Furnished Gym & Yoga center, payable in advance before signing the Lease Agreement as per terms and conditions mentioned in the RFP.

Selection of an Agency to Operate and Manage a Fully Furnished Gym & Yoga Centre at B Block, Maurya Lok Complex, Patna	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 Gym & Yoga Center 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 Lessee 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, 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 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 the 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.

l) 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 Manage a Fully Furnished Gym & Yoga Centre at B
Block, Maurya Lok Complex, Patna" 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: