



Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER FOR

Tender Document for Rent out Space for running Restaurant at Multimodal Hub near Bakari Bazar, GPO, Patna Junction, Patna

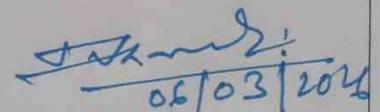
(Through e-procurement mode only- www.eproc2bihar.gov.in)

NIT No. – 18/MD/PSCL/2025-26

Date:- / /2026

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
Tender Document for Rent out Space for running Restaurant at Multimodal Hub near Bakari Bazar, GPO, Patna Junction, Patna	Rs. 11,800/-	As per RFP	As per Eproc2 website
2. Date of Downloading of Bid Document	From 07.03.2026 to 28.03.2026 up to 1500 hours. Through website : www.eproc2bihar.gov.in		
3. Place & Date of pre-bid meeting	Date: 14.03.2026, Time 1500 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: 14.03.2026, Time 1700 hours (through e-mail)		
5. Last Date and time for uploading of bid.	Date: 28.03.2026 up to 1500 hours through website - www.eproc2bihar.gov.in		
6. Time & Date of opening technical bids	Date: 30.03.2026, Time 1300 hours		
7. Time & date of opening financial bids	To be communicated later on		
8. Place of opening of Bid	Through website : www.eproc2bihar.gov.in		
9. Periods of bids validity	120 Days.		
10. Officer inviting bids	Managing Director, PSCL, Patna.		
11.	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.eproc2bihar.gov.in & download/participate in E-tender.		
12.	The tender documents can be obtained through our website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .		
13.	(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.eproc2bihar.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"		
14.	Bid document cost should be paid as per www.eproc2bihar.gov.in		
15.	Earnest Money should be online through eproc2 as per time specified on eproc2. All the information/corrigendum /addendum related to the project shall be published on the website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .		
16.	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.		
17.	Estimate amount may vary. So EMD will be deposited as per technical Sheet uploaded on the website www.eproc2bihar.gov.in		
18.	For queries & Clarifications, if any, send e-mail to patnasmartcity.psc@gmail.com .		
	ज्ञापांक:- 188 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 6 /3/2026 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।		


06/03/2026
Chief Executive Officer
Patna Smart City Limited



REQUEST FOR PROPOSAL (RFP)

of

Tender Document for Renting out Space for running a restaurant at Multimodal Hub near Bakari Bazar, GPO, Patna Junction, Patna

NIT No- 18/MD/PSCL/2025-26

Dated:- 06 /03/2026

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor ICCC-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, 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 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 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. Scope

Managing Director, Patna Smart City Limited, 4th Floor, ICCC-cum-PSCL Building, SSP campus, North Gandhi Maidan, Patna, (hereinafter referred to as the “Department”), invites online tender(s) for appointment of Licensee for the Rent out of Space for running Restaurant in the Fraternity of Multimodal Hub near Bakari Bazar, Patna Junction, Patna as per the tender document. The bidder shall be a food/Beverage chain enterprise possessing a national or international brand, with a minimum of 05 outlets, at least one of which is located in a premier location, such as an airport, mall, Bus stand/ISBT/park, or railway station/etc. The tender document can be downloaded from the PSCL website at URL Link: <https://smartpatna.co.in/> or from the Portal link: <http://www.eproc2.bihar.gov.in>

Sr. No.	Property Name	EMD Rs.	Period for Operation & Management Contract
1	Restaurant at Multimodal Hub near Bakari Bazar, Patna Junction, Patna, Bihar) Total Built-up area allocated for restaurant = 4763 sq ft (442.46 sqm) Facilities or area bifurcated details is mentioned in below 1. Restaurant Block/ seating area 2. Kitchen with an additional Wash Basin 3. Wash Basin 2 no's 4. Toilet Room – 2nos (separate for male and female) / Ref. Layout Drawing	7,20,000.00	5 Years

2. Instructions to Bidders

- 2.1 Online tenders are invited from experienced Restaurant owners/operators or any other similar facility operator with the support of professional staff with a proven track record of a Restaurant that fulfils the technical requirements.
- 2.2 The bidders are requested to submit the tender fee in the form of a demand draft along with the Bids. All bidders are required to follow the bidding process mentioned on the website and submit their technical and financial bids online.
- 2.3 The tenderer who will get the Minimum Qualifying marks after the evaluation of the tender will be selected. The financial bid will be decided based on the highest quoted rate, which should not be less than ₹ 6,00,000/- (Six Lakh only) per month. The Successful bidder in the financial bid will be selected for the service.
- 2.4 The Bidders are advised to physically visit and inspect the existing building and premises that may be necessary for preparing the bid and for entering into a contract for execution of the works before submission of the tender. No complaints on the available facilities will be entertained at a later date.
- 2.5 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.
- 2.6 The demand draft towards tender fee and EMD duly pledge to 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.
- 2.7 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.
- 2.8 In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.

- 2.9 The EMDs of all unsuccessful Bidders (Bids have been rejected/failed in the 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.
- 2.10 The EMD will not carry any rate of interest.
- 2.11 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.
- 2.12 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.
- 2.13 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 of 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.
- 2.14 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 Management 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).
- 2.15 Bids shall remain valid for a maximum period of 120 days from the date of opening of the price Bid.
- 2.16 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 whatsoever nature will be entertained on this account.
- 2.17 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.
- 2.18 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.

3. Eligibility Criteria

All the Bidders / Agencies must fulfil 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. The bidders shall submit details of experience in running a Restaurant/Hotel or Canteen services-related field for at least a minimum period of five years for a Restaurant before the date of tender, along with documentary proof.
- c. The bidder shall be a food/Beverage chain enterprise possessing a national or international brand having a minimum of 05 or more outlets with at least one of the outlets running at premier locations like airports, malls, parks, and railway stations.

- d. Quality certificate or any other certificates/licenses as applicable may be submitted;
- e. Bidder should not be black listed/debarred by the state or central government agency for a period of one year from the last date of submission of this tender. Declaration regarding blacklisting/debarring (As per Annexure III)
- f. Copy of Registration of the Shop /Agency / Firm / Company issued by the Nagar Nigam /concerned authority of the State Shops and Commercial Establishment Act is a must wherever applicable;
- g. Interested bidder should be registered with The Food Safety and Standards Authority of India (FSSAI).
- h. The bidder should possess any National or International brand in its name.
- i. The bidder must be registered with ESI/PF authorities and must have a labour licence for the appropriate person.
- j. The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/GST certificates wherever applicable;
- k. The bidder shall submit ITR, audited Balance Sheet, and relevant enclosures of the last 03 years.
- l. Annual Turnover of the firm should not be less than Rs 05 crore in any of the last three financial years. (FY 2022-23, 2023-24, 2024-25)

4. Evaluation of Tenders:

- a. **Selection of Vendor:** Tenderer who will Qualify the technical evaluation of the tender will be selected for financial bid evaluation. The financial bid will be decided based on the highest quoted rate, which should not be less than ₹ 6,00,000/- (Six Lakh only) per month. The Successful bidder in the financial bid will be selected for the service.
- b. A Committee constituted by the PSCL 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.
- c. 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.

b. 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 a 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 given email id. No queries would be acceptable after the prescribed timeline. The Tender 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 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. 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.

2. Earnest Money Deposit (EMD):

2. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 7,20,000/- (Seven Lakh twenty thousand only) to be paid Through online.
3. 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 order 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.

Opening of Tenders The Tenders will be opened as per the 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 Restaurant 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 Rent out period shall be initially for a period of five (05) years from the commencement date and thereafter, on approval of Leasor, extendable further for another term of five (05) years. However, PSCL shall have the discretion to either extend the agreement of the existing agency at the end of 05 years or float a fresh tender to appoint the new agency through open tender.
3. **License Period/Minimum Period of Doing Business:**
 - a. The License period of the Restaurant shall be for a maximum of five years only.
 - b. The licensee shall have to run the business for a minimum period of three (3) years in respect of the Restaurant from the date of entering agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of the license period of three (3) years, the licensee has to pay the balance amount which falls short of the amount equivalent to the three (3) Year license fee.

- c. The annual escalation of 10 per cent (%) on the lease fee shall be applicable every year.
- d. The successful tenderer/allottee shall enter into a deed of license for five 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 and commence the business within fifteen (15) days from the date of payment of the security deposit, the Security Deposit and six months' advance license fee are liable for forfeiture.
- e. Payment of License Fee: The licensee shall have to pay the monthly license fee on or before the 05th of every month. In case of belated payment of the monthly license fee, electricity and water charges penalty @18% per annum of the amount due shall be paid.
- f. **Non-Exclusive Clauses:** The allotment of the Restaurant 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 security 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 of the Restaurant 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 restaurant premises then the lessee will have to compensate at his cost.

5. Termination of Contract

1. Termination of License, duly forfeiting the Security Deposit/Performance Guarantee in the event of:
 - a. The licensor is at liberty to terminate the license with three months' notice, without assigning any reasons.
 - b. The licensee fails to give (3) three months' advance notice to the Department for termination of license, after completion of Nine (9) months period in case of Restaurant from the day of agreement.
 - c. 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 and the security deposit will be forfeited.
 - d. The licensee fails to do the business in the stall for a period of (90) Ninety day (for which the license is granted) for what so ever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period.

2. The licensor shall have the right to terminate the license (contract) if in his opinion the quality of goods/services sold is not up to the standard/satisfactory, besides forfeiting the security deposit.

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. After 05 years contract will be extended annually for a maximum period of 05 years only after review by the Committee. However, PSCL shall have the discretion to either extend the agreement of the existing agency at the end of 05 years or float the fresh tender to appoint the new agency through open tender.
- c. The area of the allotted space for the Restaurant will be approximately. The license fee will be calculated based on the exact area allocated for the shop by the PSCL.
- d. **License fee will be the highest rate quoted by the vendor,**
- e. **Electricity & Water Charges:** The electricity and water charges and any other cost shall be borne, by the licensee.
- f. The Committee will have the right to see the quality, market price, and reasonability of the items.
- g. Encouraged to install swiping machines for convenience in payments for the goods delivered.
- h. No subletting of work/space will be allowed at any stage.
- i. The successful bidder/lessee shall engage a sufficient no. of canteen staff, which is considered appropriate for serving the persons occupying the premises.
- j. The material used for preparing items shall be of standard quality.
- k. The successful bidder/lessee has to ensure that the restaurant staff serving in the said complex are well-mannered and are in proper uniform.
- l. The successful bidder/lessee shall ensure that they provide the best and standard services to the customers.
- m. The successful bidder/lessee shall arrange utensils, cutlery and crockery, and other equipment /items/furniture required to run the canteen at his own cost.
- n. 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.
- o. The Lease rent will be payable on the first day of each month.

2. General Terms and Conditions:

- i. Lessee shall be allowed Sixty(60) days of rent-free mobilization period for the completion of fit-out works. The mobilization period shall commence from the date of the takeover of possession of the rented 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 cancelling 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 restaurant or premises will be given “as is, where is condition to the successful licensee. Any modifications, changes, alterations, repairs, if any are 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 areas in a neat and tidy manner at all times.
- vi. **Confinement to the Area of the restaurant:**
 - 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, areas or other spaces by the licensee, under any circumstances.
 - b. If the licensee encroaches on the platforms, area meant for passengers’ movement, or area of other 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 properly 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 an imposing penalty of between Rs.. 1000 to 5000/- on each occasion as per the discretion 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 it to the notice of the licensor. The said book shall be produced to 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 white washing/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. In the event that the Licensee fails to deliver vacant possession of the Restaurant to the licensor, the licensor shall have the right to take possession of the premises by putting his own lock and key to the said premises. 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 for running the business of the Restaurant. The Licensee has to furnish (furniture) in front of the restaurant area on a proportionate basis. No partition is to be erected in the common restaurant area.
 - k. The Licensee has to make their own arrangement for the transfer of food at Multimodal Hub, Bakari Bazar, near Patna Junction, Patna, Bihar.
 - l. The Licensee has to make and maintain the premises of Multimodal Hub, Bakari Bazar, near Patna Junction area, neat and clean during and after serving of food to the people. Any leftover food, materials, etc. should be removed immediately

- m. 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.
- n. The Licensee of the restaurant 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.
- o. 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, and cleaning of signage. All dust bins shall be properly cleaned from in and outside and should be emptied at the end of each shift regularly. The Licensee shall undertake Cleaning, sweeping, and horticulture of the common area of the Restaurant Campus. Also, the security of the Restaurant Campus is the responsibility of the Licensee.
- p. Licensee shall ensure the collection, screening, and segregation of dry and wet garbage areas. The successful bidder shall also ensure the segregation of bio-degradable, 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.
- q. The Licensee shall render services in all shifts, throughout the year, including Sundays and holidays as per the requirements.
- r. The services shall not be limited to the restaurant area only but the management operator shall also cater to the needs of Multimodal Hub, Bakari Bazar, near Patna Junction, Patna, if required. The Licensee shall prepare and serve food and beverage in the restaurant/ food court; outside food and beverage will not be allowed.
- 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 business hours. The licensee is alone liable 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. 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 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 these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of the license and vacation of prem

- 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 restaurant 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 the Licensor shall have the right to recover the said sum from the Security Deposit of the licensee.
- xii. No accommodation shall be provided to the shopkeeper or their employee on the campus. Likewise, no person related to the restaurant will be allowed to stay on the campus after the closing of the shop.
- xiii. 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.
- xiv. **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 point in time without assigning any reasons including violation of contractual obligations.
 - b. Since the consumption of Alcohol is prohibited in the state, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the restaurant area leased out to him. This zone is to be declared as no smoking zone.
 - 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 labourer shall be employed for servicing as per law.
 - e. The licensee shall not exhibit or permit any advertisement in the shop, except for the same style of his/her business, and the cutout/poster/hoarding should not be obscene. In case of misbehaviour, 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 imposing a penalty or termination of 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 reasons.
- xv. The operation of the Restaurant timings shall be as directed by the Patna Smart City Limited.
- xvi. PSCL reserves the right to accept or reject any tender of the Restaurant 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.
- 3.2 Imposition of a fine for breach of contract by an authorized officer of the PSCL.
- 3.3 Forfeiture of Security Deposit / Performance Guarantee, either partly or fully.
- 3.4 Termination of license by giving one month's notice.
- 3.5 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 are ceased. 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 The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Patna. The decision of the Arbitrator shall be final and binding on both parties.
- 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 Rent out Space for running a Restaurant at Multimodal Hub, Bakari Bazar, near Patna Junction, 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 : Rs. _____

DD No. : _____

Date : _____

Bank Details : _____

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.

Signature of the Applicant

ANNEXURE :III

DECLARATION REGARDING BLACKLISTING/DEBARRING/TERMINATE FOR TAKING PART IN TENDER

(On Appropriate stamp duty as per the Government of Bihar)

Subject: Self Declaration of not being blacklisted/terminated/debarred in Empanelment of Agencies for Supply of different types of sanitation material to Patna Smart City Limited.

Ref: BID No. <<.....>> dated <<

.....>> Dear Sir,

1. We confirm that our company or firm is currently not blacklisted/debarred/terminated in any manner whatsoever by any of the State or UT and or Central Government in India on any ground, including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

2. I do hereby declare and affirm that I have not been subject to any investigation, vigilance proceeding, prosecution, or criminal litigation initiated by any Government or statutory authority, and that no such proceeding is pending against me as on date in regard to any of my works contract.

(Signature of the Bidder)

Printed Name Designation Seal

Date:

Place:

Business Address:

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			2022 – 2023 (A)		
2			2023 – 2024 (B)		
3			2024– 2025 (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 catering, hotels, restaurants, cafes, takeaways, canteens.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

ANNEXURE: V

**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 Rent out Space for running a Restaurant at Multimodal Hub on a Rent basis as per details indicated in the RFP, at Multimodal Hub, Bakri Bazar, Patna junction, Patna, 800001, Bihar.

- a) I/we shall pay to Leaser a Lease fee of _____
Rs. _____ (in figures)
(rupee _____) (in words) plus taxes as applicable for
the Rent out of the restaurant space payable in advance before signing the Rent Agreement as
per terms and conditions mentioned in the RFP.

Rent out Space for running a Restaurant at the Multimodal Hub	Total Rent Fees (Rs.) exclusive of GST (In figures)	Total Rent Fees (Rs.) Exclusive of GST (In Words)
Quoted the Monthly Rent fee of the Space plus taxes as applicable		

- b) I/we shall also pay the other utility charges like CAM, electricity, water, etc.
- c) I/we undertake that the Leased Restaurant space shall not be utilized for business/trade other than as identified in the RFP for this Restaurant.
- d) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the Rent of space, and acknowledge that the PSCL shall not be liable for any security or safety-related matters of the Rented space.
- e) I/we acknowledge and confirm that we have undertaken an independent due diligence of all aspects of the Rent, 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.
- f) I/we confirm that all applicable terms and conditions as specified in the RFP and Rent Agreement shall be adhered to by me/us during the entire Rent Period.
- g) I/we understand that allocation of the Restaurant space will be done on ranking of the bid.
- h) 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.
- i) 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.
- j) 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.
- k) I/we understand that all stamp duties for registration of built-up Restaurant space required for the execution of the Lease agreement in pursuance of this Bid, shall be borne by Lessee.
- l) I/We undertake that, if any loss is incurred during the Rent Period, to any movable/ immovable properties of the Rented Space, the cost of the same will be borne by Lessee. In case Lessee does not rectify the damages, the same shall be recovered from the Security deposited by Lessee.
- m) 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 Restaurant space offered, all risks and contingencies and all other conditions that may affect the financial bid.
- n) 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:
Company Name:
Address:

Designation:

ANNEXURE: VI

Form – 5
(On Appropriate stamp duty as per the Government of Bihar)

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 " Rent out of Restaurant space at at Multimodal Hub, Bakri Bazar, Patna junction, Patna, 800001, 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 attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands Day
this -----
of ----- 2024—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).

Form -6

Declaration cum Undertaking
(on letter head of Applicant)

To
The Managing Director
Patna Smart City Limited
Dear Sir

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

Signature of Applicant

Date: