



# Patna Smart City Limited (PSCL)

## NOTICE INVITING TENDER FOR

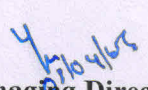
### Selection of Aggregator for Allotment, Marketing and Management of 50 Commercial shops at J P Ganga Path under Patna Smart City Limited

(Through e-procurement mode only- [www.eproc2bihar.gov.in](http://www.eproc2bihar.gov.in))

**NIT No. – 06/MD/PSCL/2025-26**

**Date:- 08/04/2026**

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    |
|--|---|--------------------|-----------------------|
| <b>Selection of Aggregator for Allotment, Marketing and Management of 50 Commercial shops at J P Ganga Path under Patna Smart City Limited</b>   | Rs. 11,800/-  | As per RFP         | As per Eproc2 website |
| 2. Date of Downloading of Bid Document   | From 10.04.2026 to 02.05.2026 up to 1500 hours.<br>Through website : <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a>   |                    |                       |
| 3. Place & Date of pre-bid meeting   | Date: 18.04.2026, Time 1300 hours; Patna Smart City Limited, 4th Floor, ICC -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001   |                    |                       |
| 4. Last date of Receiving Queries (Online)   | Date: 18.04.2026, Time 1700 hours (through e-mail)  |                    |                       |
| 5. Last Date and time for uploading of bid.  | Date: 02.05.2026 up to 1500 hours through website - <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a>  |                    |                       |
| 6. Time & Date of opening technical bids   | Date: 04.05.2026, Time 1300 hours   |                    |                       |
| 7. Time & date of opening financial bids   | To be communicated later on   |                    |                       |
| 8. Place of opening of Bid   | Through website : <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a>  |                    |                       |
| 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 <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a> & download/participate in E-tender.   |                    |                       |
| 12.  | The tender documents can be obtained through our website <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a> & <a href="http://www.smartpatna.co.in">http://www.smartpatna.co.in</a> .   |                    |                       |
| 13.  | (i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.<br>(ii) Bids along with necessary online payments must be submitted through e-procurement portal <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a> before the date & time specified in the NIT.<br>(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 <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a>  |                    |                       |
| 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 <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a> & <a href="http://www.smartpatna.co.in">http://www.smartpatna.co.in</a> .  |                    |                       |
| 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 <a href="http://www.eproc2bihar.gov.in">www.eproc2bihar.gov.in</a>  |                    |                       |
| 18.  | For queries & Clarifications, if any, send e-mail to <a href="mailto:patnasmartcity.pscl@gmail.com">patnasmartcity.pscl@gmail.com</a> .   |                    |                       |
| ज्ञापक:- 279 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 08/04/2026 ई०.<br>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। |   |                    |                       |
| <br><b>Managing Director</b><br>Patna Smart City Limited  |   |                    |                       |

**PATNA SMART CITY LIMITED**

**BID DOCUMENT**  
**FOR**  
**Selection of Aggregator for Allotment, Marketing and**  
**Management of 50 Commercial shops at J P Ganga Path under**  
**Patna Smart City Limited.**  
**NIT : ....**

**PROJECT OFFICE:**  
**PATNA SMART CITY LIMITED**  
**4<sup>th</sup> Floor Patna Smart City Building,**  
**SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA**  
**email: [pscl-bih@gov.in](mailto:pscl-bih@gov.in)**  
**Phone No. +91 0612 2219180**

## 1. Instructions for Online Bid Submission

- a) The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
- b) For support related to the e-tendering process, bidders may contact at following address: “e- Procurement HEP DESK Toll Free Number: 1800 572 6571 Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in), eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar”.
- c) Detailed N.I.T can be seen on website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) .
- d) PSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
- e) The authority (PSCL) reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever. In such a case, no Bidder/ intending Bidder shall have any claim arising out of such action.
- f) For participating in the e-tendering process, the agency shall have to get itself registered to get a user ID, password, and digital signature. This will enable them to access the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) and download/participate in the e-tender.
- g) Those whose are not registered in e-tendering systems, they may contact ““e- Procurement HELP DESK Toll Free Number: 1800 572 6571 Email Id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in), eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar”. Vendor may visit [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).” for registration.
- h) PSCL, Patna intends to undertake a competitive bidding process to shortlist and qualify suitable Bidders, who shall be eligible for empanelment in terms of the RFP for the project.
- i) The details of the bidding process and summary of the scope of works for the project is included in the RFP document.

- j) Any clarifications may be sought online through the tender site, through the contact details or during a pre-bid meeting, if any. The bidder should consider the corrigendum, if any, published before submitting the bids online.
- k) The bidders are requested to check the file size of uploaded documents at the time of submission & they should ensure that the work file is uploaded. If they feel that the complete file is not uploaded, then they should click on cancel & update the same
- l) Before submission, the bidders should satisfy themselves of the download ability/visibility of the scanned & uploaded file by them. No claim shall be entertained on account of the disruption of the internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last-minute technical snags.
- m) In exceptional circumstances, the competent authority, PSCL, may solicit the Bidder's consent to an extension of the period of validity.
- n) Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- o) The bidders shall submit their eligibility and qualification details, technical bid, etc., in the online standard formats given for respective tenders in the e-Procurement website ([www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / technical bids and other certificates/documents in the e-Procurement website. The bidder shall sign the supporting statements, documents, and certificates uploaded by him, owning responsibility for their correctness /authenticity.
- p) Corrigendum/ Addendum, if any, will be published on the website ([www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)) only.
- q) A bid processing fee of 590.00(inclusive of GST) (Non-Refundable) and Tender document/RFP fee of 11,800/-(inclusive of GST) to be paid only through e-Payment modes, i.e. Internet Payment Gateway (Master or Visa Card)/Internet Banking/NEFT or RTGS towards charges for online processing charges of BELTRON.
- r) For any queries regarding the Tendering process, the bidders may contact the address as provided in the tender document

NIT No: /MD/PSCL/2025-26

Date: / /2026

## 2. INVITATION FOR BIDS BID DOCUMENT

### Short Tender

Selection of Aggregator for Allotment, Marketing and Management of 50 commercial shops at J P Gangapath under Patna Smart City Limited.

| Sl. No. | Activity                                 | Timeline& Address   |
|---------|--|---|
| 1       | Start of bid/downloading of BID document | As per NIT ( <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> )   |
| 2       | Date & Time of Prebid                    | As per NIT  |
| 2       | Last date of Online Bid Submission       | As per NIT  |
| 3       | Opening of Technical Bids:               | As per NIT  |
| 4       | Opening of financial bids                | To be notified later  |
| 4       | Cost of Bidding Document (Tender Fee)    | Tender Fee Rs 11,800/- (inclusive of GST) (Non-Refundable) to be paid through online at ( <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> )        |
| 5       | EMD                                      | Rs 19,00,000/- (Rupees Nineteen Lacs only) (Refundable) to be paid through online at the website <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> . |

BID document/ bid document shall be available on website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) & [www.smartpatna.co.in](http://www.smartpatna.co.in)

For Queries & Clarifications, send e-mail to: [patnasmartcity.pscl@gmail.com](mailto:patnasmartcity.pscl@gmail.com), [pscl-bih@gov.in](mailto:pscl-bih@gov.in)

SD/-,  
PATNA SMART CITY  
LIMITED

### 3. Objective

Patna Smart City Limited (PSCL) has decided to select an aggregator for the management and Operations of commercial shops at J P Gangapath under Patna Smart City Limited.

### 4. Description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals, comprising the required document & financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted online through the e-procurement portal, and the financial proposal shall be submitted only online through e-procurement. The selection will be done through **H1 (Highest quoted rate based Selection)**. The technical evaluation will be based on required experience; a financial evaluation will be carried out based on the highest quoted rate basis (H1). The selection will be done through **H1 (Highest quoted rate based Selection)** based on the selection of a technically qualified agency with the Highest quoted rate(H1) in the financial bid. In the first stage, a technical evaluation will be carried out, and bids will be evaluated on the basis of responsiveness and required document parameters as specified in this bid document. Based on this technical Evaluation, a list of short-listed bidders shall be prepared, which will consist of bidders successfully qualifying the technical evaluation stage. In the financial evaluation, financial bids of all the technically qualified bidders will be opened. The bidder quoting the highest rate (H1) will be called for negotiations and accordingly awarded the work; however, PSCL is not bound to award work to the H1 agency. The proposals being invited are non- binding and without any commitment of award of work.

### 5. Instructions to Bidders and Terms & Conditions of Bid.

Interested bidder should note the following:

- I. PSCL reserves the right to cancel the bid as a whole or in part without assigning any reason whatsoever.
- II. PSCL reserves the right to update, amend and supplement the information given in this document at its sole discretion before the last date and time of submission of the interest/proposal on e-proc only.
- III. Bidders should submit their response as per the formats provided. Submissions not conforming to the instructions or prescribed formats will be rejected.

- IV. The Bidder will quote the rate in the Annexure 5 Financial Proposal format attached to the Bid document.
- V. The bidder will submit the quoted rate and required experience at the online [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) only.

## **6. Right To Reject Any or All Proposals:**

PSCL reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to Empanelment, without incurring any liability whatsoever to the affected Bidder or Bidders.

## **7. Technical Eligibility**

### **Required Documents and Experience for the aggregator: -**

- I. The bidder should be an entity registered under the Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008, a partnership firm, or equivalent law abroad / Proprietorship / Institutions registered under the Societies Act/individual
- II. The bidder should have a valid GST Number and PAN.
- III. Should have a valid ISO Certificate.
- IV. Should have a valid FSSAI license.
- V. The bidder should have an average turnover of Rs. 20 crore (Rupees Twenty Crore) in the last three financial years (i.e. 2022-23, 2023-24 & 2024-25). (CA certificate along with UDIN no as proof of experience)
- VI. The bidder should not have incurred a loss in the last three financial years. (CA certificate along with UDIN no as proof of experience)
- VII. The bidder should have successfully run at least 50 shops/ 200 sqm of commercial space consisting of the branded enterprises for at least a year in any government organisation/PSU/ULB/private sector in the last five years from the bid submission date. Experience certificate to be attached.
- VIII. Should have the experience of operation and maintenance of commercial Shops/commercial space /café/ restaurant/ in any shopping malls, Airports, and railway stations situated in any of the million-plus citizen capital cities in India.

- IX. The bidder should have the experience of operation and maintenance of commercial Shops/commercial space /café/ restaurant/ in any shopping malls, Airports, and railway stations situated in at least three different states of India in the last five years from the bid submission date. (Work order/completion certificate to be submitted)
- X. As on the date of submission of the proposal, the Bidder shall not be blacklisted/debarred/terminated by any State Government Department / Central Government Department / PSUs/ or any private sector organisation (Self-declaration and notarised affidavit are to be submitted).

**Obligations to the aggregator for allotment of shops to national and international brands: -**

1. The aggregator can lease shops to brands having at least 50 outlets in India. (Valid Documentary evidence from the concerned to be provided)
2. The brands should have a minimum of 10 outlets in any of the million-plus population cities in India. (Valid Documentary evidence from the concerned to be provided)
3. The brands should have presence in at least 5 airports/railways stations/ISBTs in India. (Valid Documentary evidence from the concerned to be provided)
4. The brands should have presence in at least 10 malls in India of size 1,50,000 square feet. (Valid Documentary evidence from the concerned to be provided)
5. The brands should have a revenue of at least 200 crores in India in any one year in the last three financial years ending in 2025. (Valid Documentary evidence from the concerned to be provided) (CA certificate with UDIN).
6. Should have a valid ISO Certificate.
7. Should have a valid FSSAI license.

**Obligations to the aggregator for allotment of shops to the local Bihar brand: -**

1. The local brand should have its head office situated in the state of Bihar.
2. The aggregator should give at least 10 shops to local brands of Bihar.
3. Valid Documentary evidence from the concerned is to be provided.
4. The brands should have at least 2 outlets in Bihar. (Valid Documentary evidence from the concerned to be provided)

5. The brands should have a revenue of an average of Rs.1 crore in the last three financial years ending in 2025. (Valid Documentary evidence from the concerned to be provided.) (CA certificate with UDIN).
6. Should have a valid ISO Certificate.
7. Should have a valid FSSAI license.

**FINANCIAL INFORMATION:**

Please provide details of Annual Turn Over for the last three years, along with necessary supporting documents such as Audited Balance sheet and Profit & Loss Statement, as per the following format, duly signed by the authorised signatory, along with the rate invitation.

| <b>Year</b> | <b>Annual Turnover</b> |
|-------------|------------------------|
| 2022-23     |                        |
| 2023-24     |                        |
| 2024-25     |                        |

**8. Financial Proposal**

The Financial Proposal shall be submitted online only and, in the formats given at Annexure (the “Financial Proposal”), clearly indicating the total quoted rate in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

**The minimum base price is as follows: -**

- a) For a shop of size 16 feet \* 10 feet: - Rs. 50,000/- per shop per month.
- b) For a shop of size 20 feet \* 10 feet: - Rs. 75,000/- per shop per month.

**Any bidder quoting rates below the above-mentioned base price, i.e., Rs 3,15,00,000/- per annum, will be outrightly disqualified and rejected.**

**The categorisation of shops will be as follows:**

1. Sweet shop
2. Fast food shop- Chinese/Italian
3. Meal shop
4. Tea /beverage shop
5. Confectionery / Bakery
6. Namkeen/ Biscuit

7. Mocktails/drinks- Nonalcoholic
8. Ice cream/Milk parlour
9. Nonveg foods
10. Barbeques
11. South India shop
12. Traditional/regional food
13. Traditional/regional Snacks

The selected aggregator can not give more than 4 shops to a brand of one category. However, if it seems necessary, prior approval of the competent authority is required.

The Financial Proposal shall be exclusive of GST and other Indirect taxes as applicable. The applicable GST must be paid by the aggregator on the quoted rate.

#### **9. Evaluation of Financial Proposals:**

The financial evaluation will be based on the highest quoted rate method, which will be considered H1. The financial bids of only the technically qualified bidders will be opened.

#### **Disqualification-**

PSCL may disqualify the applications for this said work for the following reasons-

- a. Non-fulfilment of required experience and all annexures (if applicable).
- b. Incomplete/partial information/misinformation (without supporting proof, wherever applicable)
- c. Declared ineligible by any Department or office of the Government of any state for corrupt and fraudulent practices or blacklisted, debarred or terminated.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Exhibited a record of poor performance, such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc., in any project in the preceding three years.
- f. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

## **10. Bid Security/EMD**

1. The Applicant shall furnish as part of its Proposal, a bid security of Rs. 19,00,000/- (Rupees Nineteen lakhs only) (Refundable) to be paid through online at the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
2. EMD shall be returned to the non-responsive bidders after the completion of the tender process.
3. The Authority shall not be liable to pay any interest on the Bid Security/Security deposit, and the same shall be interest-free.
4. The Applicant, by submitting its Application pursuant to this BID, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the BID including the consideration and evaluation of the Proposal under the following conditions:
  - a) If an Applicant engages in any of the Prohibited Practices.
  - b) Disobeys the law of the Land. If found to carry out any activity that is prohibited in the state of Bihar or in the country.
  - c) If an Applicant withdraws its Proposal during the period of its validity as specified in this BID and as extended by the Applicant from time to time.

## **11. Project Duration:**

The project duration is for three (03) years. The duration can be extended for another 2 years (1 year plus 1 year) based on the performance and with the approval of the competent authority.

## **12. Award Of Work: -**

PSCL is not bound to award work to every agency. The proposals being invited are non-binding and without any commitment to the award of work. The issuance of LOA criteria, as mentioned in clause 6 of this RFP, will be followed.

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any

deviation in the Agreement. The competent authority is the Managing Director. The Managing Director/ Officials of the PSCL, authorised by the Managing Director, will sign the agreement on behalf of Patna Smart City Limited.

### **13. Mode of Payment:**

- a) The selected agency will pay rent to the authority Quarterly. The rent is to be paid one month in advance of the start of each quarter.
- b) Any delay in payment of rent will attract a penalty towards the agency.

The license fee period shall begin after the end of the moratorium period of three months, and the period for lease shall be for 03(three) years. The duration can be further extended for another 2 years (1year plus 1 year) based on the performance and with the approval of the competent authority.

- c) The Competent authority reserves the right to terminate the tender process at any stage without any prior notice and cause at their sole discretion.

### **14. Legal Jurisdiction:**

All legal disputes between the parties shall be subject to the Patna jurisdiction only.

### **15. Disputes**

In case of any dispute or difference arising between the competent authority and the agency relating to any matter arising out of or connected to this agreement, the agency shall be required to approach the Managing Director, PSCL, and he/she will decide the same. And in case the agency is dissatisfied with the said discussion, the agency shall be required to approach the Managing Director, PSCL, within 07 days of the said decision, and the Managing Director shall decide the same, which shall be final and binding upon the agency. If the agency is dissatisfied with the decision of the Managing Director, PSCL, then only the agency shall be entitled to take recourse to law before any competent court in that regard falling within the Patna Jurisdiction.

### **16. Performance Security**

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as

the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices.
- b) If the bidder disobeys the law of the land.
- c) If the bidder is found to be involved in any activity that is prohibited in the state of Bihar or in India
- d) if the Bidder is found to have a Conflict of Interest as specified overleaf; and
- e) if the awarded Bidder commits a breach of the Agreement.

An amount equal to 5% of the agreement amount shall be deemed to be the Performance Security for this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security consists of 5% of the agreement amount in the form of a bank guarantee in favour of the Managing Director, Patna Smart City Ltd, Payable at Patna, which shall be valid up to 3 months beyond the end of the contract. The performance security shall be returned after the expiry of the contract/end of work.

## **17. Debar/ Blacklist**

The competent authority may either debar/blacklist the agency for a fixed period if they fail to abide by any of the terms and conditions stipulated in the RFP/contract on the following grounds, inter alia.

1. Due to non-adherence to the terms given in the RFP/agreement.
2. Service work is not satisfactory.
3. If the agency becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
4. If the agency is involved in corrupt and fraudulent practices, and accordingly criminal case would be filed against the agency
5. If the agency fails to achieve the timeline as per the RFP.
6. If the agency fails to start work as per the agreement.

7. If the agency fails to produce the requisite documents /information during assessment at any stage.

#### **18. Other Reasons for Disqualifications:**

Even though the bidders meet all other qualifying criteria, they are subject to being disqualified if they have:

- I. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- II. Have a record of poor performance, such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc., and/or
- III. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish a rational justification to the employer.

#### **19. Termination:**

- i. The Competent Authority may terminate the Contract if the other party causes a fundamental breach of the Contract and forfeit the bid security. Fundamental breaches of Contract include, but shall not be limited to the following:
  - ii. Termination of Contract by the Patna Smart City Limited due to non-performance during the execution of the Project by giving a 30-day notice in advance due to:
    - i. Performance is below the expected level.
    - ii. Nonadherence to the timelines of the Project.
    - iii. Quality of work is not satisfactory.
- iii. The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iv. The Competent Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer.
- v. The Contractor does not maintain the security that is required.

- vi. The Contractor has delayed the completion of works by the number of days for which the maximum number of liquidated damages reaches 10% as defined earlier in liquidated damages; and
- vii. If the Contractor, in the judgment of the Competent authority, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- viii. For this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-  
ix. competitive levels and to deprive the Borrower of the benefits of free and open competition."  
x. When either party to the Contract gives notice of a breach of contract for a cause other than those listed in the above clauses, the Competent authority shall decide whether the breach is fundamental or not.  
xi. If the Contract is terminated, the Contractor shall stop work immediately and hand over the solution to PSCL as soon as reasonably possible.

## **20. Annual license fees**

The rate quoted by the bidder will be termed the license fee. The Bidder shall quote the annual license fee in financial BOQ format (Financial Form 1), and the annual licensing fee should be divided into 4 quarterly instalments (Which should be called the Quarterly License Fee hereinafter) and paid to Patna Smart City Limited along with applicable taxes.

The annual escalation of 10% on the license fee shall be applicable every year, excluding applicable GST. All applicable taxes (including GST) shall be paid by the bidder in addition to the quarterly license fee.

For any kind of extension/ delay in payment of license fees, the Bidder shall be charged 12% interest per annum on the due license fees. **There shall be no exemption from the license fee for any month for any reason whatsoever.**

## 21. Scope of Work

The aim is to offer 50 commercial shops located at J P Ganga Path, Patna, on a rental basis to an aggregator agency:

- a) Forty-five (45) prefab shops are measuring 16 feet \*10 feet, and five (05) prefab shops measuring 20 feet \* 10 feet.

Details of Shops: -

The shops are based on a structural steel frame with ACP finish, including plumbing & electric works. Steel work in built-up tabular trusses, etc.

Granite stone flooring

Polished Granite stone slab

Aluminium Composite panel cladding in a pan shape in metallic colour

Steel shutters with vertical channels

On terrace polyethylene water storage tank.

Thermal stability for hot and cold water supply

Stainless steel kitchen sink

Frameless toughened glass door shutter.

Light point, fan point, exhaust fan.

Decorative light with LED.

- b) The facilities comprise parking and toilets.

The agency can operate these shops for food items/restaurant only. Prior approval of the competent authority is mandatory if it is to be used for anything other than eateries or a change of allotted brand. The agency must carry out the operation & maintenance of the shops during the period the shops are with the agency.

The scope of Operation & Maintenance is outlined below:

- Operation and Maintenance of all utilities and services
- Security Service
- Maintenance of existing Horticulture and Plantation (if any)
- Operation of shops
- Waste Management

- Parking Management
- Electricity and water charges
- Material used for preparing items should be of standard quality
- Staff are well-mannered and in proper uniform
- Must ensure that the serving of Veg and Non-veg items is separate.
- The licensee must confine their activities only within the specified area handed over to them for running the business.
- No partition to be erected in the common area. Encroachment/projection/hindrane in the walkway, planter, foot path, or the facility provided is permitted. If found might lead to penalty or disciplinary action.
- Use of coal, firewood, etc., is not permissible. In case coal or firewood is essential for a particular cuisine, special written permission will have to be taken from the PSCL authorities.

The selected agency will obtain all/ required NOC's & statutory clearances for all related stakeholders/ government departments, i.e., Fire NOC, Environment clearance, water, Electricity, or any other clearances /licenses as required and renew it periodically on an annual basis.

The selected agency has to follow the guidelines/rules of the Patna municipal corporation/ District administration/ National Green Tribunal/ other government laws prevailing in that area. Any refusal or disobedience may attract a penalty or disciplinary action.

The repair and maintenance of common services of the Project Facility, like waste management, upkeep of electric and plumbing services, etc., shall be in the scope of the agency.

Apart from the above-mentioned ones Waste collection within the shops shall be the responsibility of the bidder, and the waste shall be disposed of on a payment basis by Patna Nagar Nigam. The payment for disposal of waste shall be borne by the Bidder/Agency.

The bidder shall bear the cost of energy charges/ meter charges/ rentals if any electrical wiring/ switches, JBS/MCBs/MCCBs, etc. For equipment in the project facility for which AMC shall be required or shall be renewed, as deemed necessary by the authority.

### **Source of Revenue for the Bidder/Agency providing Services:**

The revenue sources for the Bidder/Agency shall be from the operation of Shops.

The selected bidder may enhance the aesthetic appeal of the shops by creating murals, sculptures, or any other form of art in the vacant or underutilised areas without causing any structural changes with the prior consent from the PSCL authorities




The selected bidder/aggregator may develop and operate designated recreational and entertainment/gaming zones within the project area subject to approval of the PSCL authorities. The objective shall be to enhance visitor engagement, improve public footfall, and create a family-friendly environment. The planning, design, safety compliance, cost and operation of such zones shall be the responsibility of the bidder.

The bidder may also earmark suitable spaces for small stalls/kiosks for the sale of clothes and Bihar's unique/local products, such as paintings, handicrafts, handloom items, and other region-specific merchandise subject to approval of the PSCL authorities. These stalls shall be designed to cater to the general public and promote local artisans, as per layout approval by the PSCL authorities.

The Bidder, at the Bidder's own responsibility and risk, shall visit, and examine the Project Site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process. The Agency shall computerise the entire Billing System, which includes the issuance of bills, any other charges, etc.

The scope of work is broadly divided into the following categories:

#### **a. Operation includes**

-  day-to-day unhindered running of the entire facility as per the satisfaction of the client/end user.
-  Preservation of machinery, buildings, and others in good operating condition.
-  Daily/periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or

equipment condition diagnosis, etc., as deemed fit.

- ✚ Procure and store adequate stock of fuel, consumables, material, machinery and equipment. for unhindered daily operations of the facility at its own cost.
- ✚ Day-to-day repairs are required in the entire complex under maintenance.
- ✚ Strict adherence to traffic management protocols to facilitate efficient traffic movement in the area.

**b. Maintenance: This section covers the upkeep of the facility and equipment to ensure their smooth and efficient operation. It includes two types of maintenance:**

- ✚ Preventive Maintenance: This is planned maintenance that aims to reduce unexpected breakdowns.
- ✚ Breakdown Maintenance: This type of maintenance involves repairing equipment that has broken down unexpectedly. The Agency will coordinate and manage Vendors/Suppliers/ Manufacturers to perform this type of maintenance as per the O&M manuals provided by the Contractor/Supplier/Vendor/ Manufacturer.

**c. Management: This involves the efficient coordination and management of the services provided by the agency. It encompasses the following tasks:**

- ✚ Coordination with vendors, suppliers, and manufacturers to ensure that preventive maintenance is carried out in accordance with the O&M manuals and guidelines provided by the contractor or facility management agency.
- ✚ Reporting on the overall management of services to ensure that the project is preserved, and services are delivered to the satisfaction of the client.

- ✚ It should be noted that the above-mentioned services are not exhaustive and do not exclude any other task that may be necessary for the smooth operation and maintenance of the facility to meet the client's expectations.

The facility management agency is responsible for maintaining the service levels defined in the RFP and providing the necessary manpower, tools and equipment, consumables, etc., over and above the minimum requirements indicated in the RFP. However, the services as defined above are not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services to the satisfaction of the client/end-user. The FMC shall maintain the service levels as defined in this RFP and provide adequate manpower, tools & equipment, consumables, etc., over and above the minimum requirements indicated in this RFP.

As the guidelines provided in the RFP are non-exhaustive, FMC shall also adhere to the guidelines available in CPWD manuals.

The Agency shall be liable to perform/undertake the following services:

In the project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, starters and external lights, including the landscaping.

Operation of all equipment in the shops, including their minor repairs and replenishment. Repair & rewinding of Ventilation Fans, Pumps, Motors, etc., if any (in case not covered by Warranty Period).

The agency shall refer to individual warranty documents for details. To the extent possible, Facility Management Agency shall ensure that Vendor / Manufacturer performs their obligations as per the Contract. Even after the Agency has made all the efforts, if the Vendor/manufacturer fails to perform its obligations, the Agency shall notify the Authority and ask for necessary action.

Operation Services The operation services under the scope of work are subdivided into two categories, namely.

**a) Operation of Equipment and Fixtures.**

- The agency shall ensure the day-to-day unhindered running of the entire facility to the satisfaction of the client/end user.
- The agency shall ensure that all complaints are attended to and rectified within the time specified as per the service level as required in this RFP.

- The agency shall ensure operation and upkeep of all equipment in accordance with Operation and maintenance manuals provided by Supplier / Vendor / Manufacturers / CPWD guidelines, and ensuring safety of equipment and personnel using it.
- The agency shall ensure that day-to-day works, such as removing clogging of drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls, etc., are attended under day-to-day service facilities.
- The agency will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- The agency shall operate all equipment, fittings and fixtures (electrical/mechanical / plumbing, etc.) regularly and ensure the smooth functioning of the entire project facility.
- The FMC shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the guidelines provided in the O&M Manual / Authority /CPWD guidelines for smooth operation and functioning of the project facility.

**b) Cleaning Services The agency shall do the following:**

- Perform routine cleaning as per the required service levels of the internal and external areas to meet the satisfaction level of the Authority/ end-user of the project facility.
- Maintain cleanliness as per the required service levels of all common spaces and spaces inside to meet the satisfaction level of the Authority/ end-user of the project facility.
- Perform periodic cleaning of glass facades, structures if any
- Additional housekeeping services as and when required by the Authority. e) Deploy equipment for cleaning and shall be responsible for always maintaining these. All costs for purchase/repair/spares/maintenance, etc., for this equipment will be borne by the agency.
- Responsible for the safekeeping of this equipment at the project facility and shall

not take out this equipment at any time during the term of the contract other than for repairs. In case such repairs take more than a week, the agency shall arrange to provide alternate equipment for the project facility.

- Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- Regular cleaning of storm water drains, manholes, sewage lines, etc., for removal of any blockages. Entrances, service areas, parking areas, paving, paths, roads, grounds, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- Care is to be exercised when staff/visitors are in the premises.
- Trailing cables and open sockets should be made safe.
- All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

**c) Waste Management**

- Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must always be used.
- The agency shall procure adequate dust bins and place them at adequate intervals and locations to meet the service level requirements.
- The agency shall collect the garbage from the garbage collection point and segregate the waste into recyclable and non-recyclable types, and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by the Competent Authority
- A proper waste disposal system shall be adopted, and collection points shall be

defined. The agency shall also coordinate with the competent Municipal body for ensuring proper disposal of waste.

- Rodent Control Pest Covered: Domestic/Field Rodents. The Facility Management Agency shall take the following control measures within the food zone/ cafeteria area: a. Baiting with anti – coagulant rodenticide/asphyxiating type chemicals b. Trapping with lures c. Eliminating rats/mice with appropriate measures d. Frequency: Monthly and as needed

**d) Management:**

- Keep track of the dates of AMC/Warranty validity and inform the Authority
- Payment of all utility bills.
- Prepare a preventive maintenance plan for all equipment, 's /fittings & fixtures, ensuring 100%compliance.
- Liaison with local, state authorities, and/or private agencies related to the Facility.

**22. Force Majeure**

Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that its delay in performance or other failures to perform its obligations under the agreement are the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the agency’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargos. The decision of PSCL regarding Force Majeure shall be final and binding on the agency.

If a Force Majeure situation arises, the agency shall promptly notify PSCL in writing of such conditions and the cause thereof. Unless otherwise directed by PSCL in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Reference images: -





## **Annexure 1– Agreement Form**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) [hereinafter called "the (name and address of contractor) hereinafter called "the Contractor" of the other part.]

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all aspects of the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying of the defects, wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement, viz.
  - (i) Letter of Acceptance
  - (ii) Notice to proceed with the works;
  - (iii) Contractor's Bid
  - (iv) Condition of Contract: General and Special
  - (v) Contract Data
  - (vi) Additional condition
  - (vii) Drawings
  - (viii) Bill of Quantities and
  - (ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The \_\_\_\_\_ Common \_\_\_\_\_ Seal \_\_\_\_\_ was hereunto  
affixed in the presence of :

Signed, Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of :

|         |           |       |            |
|---------|-----------|-------|------------|
| Binding | Signature | of    | Employer   |
| _____   | _____     | _____ | _____      |
| Binding | Signature | of    | Contractor |
| _____   | _____     | _____ | _____      |

**Annexure 2– Declaration of non-blacklisting /termination/debarred**  
(To be provided on the Company letterhead & notarised affidavit)

To,  
Managing Director  
Patna Smart City Limited  
(PSCL), Patna, Bihar,  
India  
Place

Date

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:

### Annexure 3 – Brief Company Profile

| S No. | Particulars  | Description |
|-------|--|-------------|
| 1.    | Name of Bidder   |             |
| 2.    | Legal status of Bidder (company, Pvt. Ltd., NGO etc.)                            |             |
| 3.    | Main business of the Bidder  |             |
| 4.    | Registered office address  |             |
| 5.    | Incorporation date and number  |             |
| 6.    | GST No   |             |
| 7.    | PAN details  |             |
| 8.    | Primary Contact Person (Name, Designation, address, mobile number, fax, email)   |             |
| 9.    | Secondary Contact Person (Name, Designation, Address, mobile number, fax, email) |             |
| 10.   | EMD details  |             |

## Annexure 5 – Financial Proposal Format



# PATNA SMART CITY LIMITED FINANCIAL PROPOSAL

| Name of the Bidder |                   |         |                        |   |   |
|--------------------|-------------------|---------|------------------------|---|---|
| Address of Bidder  |                   |         |                        |   |   |
| S.No               | Dimension         | Numbers | Built-up area (Sq. ft) | Quoted License Fee per shop for Year 1 (exclusive of GST) | Quoted License Fee for total shops for 01 Year (exclusive of GST) |
| 1                  | 16 feet * 10 feet | 45      | 160 square feet        |   | 0   |
| 2                  | 20 feet * 10 feet | 05      | 200 square feet        |   | 0   |
| Total              |                   |         |                        |   |   |

**Note:**

**Taxes:** The quoted License fee is exclusive of applicable GST. GST is to be paid by the agency over and above the quoted rate.

**Escalation:**

There will be an annual escalation of 10% every year.

The rate quoted by the bidder will be termed the license fee. The Bidder shall quote the annual license fee in financial BOQ format (Financial Form 1), and the annual licensing fee should be divided into 4 quarterly instalments (Which should be called the Quarterly License Fee hereinafter) and paid to Patna Smart City Limited along with applicable taxes.

**License Tenure:** The License granted under the License Agreement shall be valid for a period of 03(three) years from the date of execution of the License Agreement.

**The minimum base price is as below:-**

- a) For a shop of size 16 feet \* 10 feet:- Rs. 50,000/- per shop per month.
- b) For a shop of size 20 feet \* 10 feet:- Rs. 75,000/- per shop per month.

**Any bidder quoting rates below the above-mentioned base price, i.e., Rs 3,15,00,000/- per annum, will be outrightly disqualified and rejected.**