



## Patna Smart City Limited (PSCL)

### NOTICE INVITING TENDER FOR

**Selection Of Concessionaire For Operation, Maintenance, Commercial Management & Revenue Enhancement Of The Newly Developed Facility, The "Common Service Building" Near Mithapur Metro Station, Patna Under Patna Smart City Limited.**

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

**NIT No. – 17/MD/PSCL/2025-26**

**Date:-06/08/2026**

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    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------|-----------------------|
| Selection Of Concessionaire For Operation, Maintenance, Commercial Management & Revenue Enhancement Of The Newly Developed Facility, The "Common Service Building" Near Mithapur Metro Station, Patna Under Patna Smart City Limited. | Rs. 11,800/-                  | As per RFP         | As per Eproc2 website |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                   |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.  | Date of Downloading of Bid Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | : From 10.08.2026 to 31.08.2026 up to 1500 hours.<br>Through website : <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>       |
| 3.  | Place & Date of pre-bid meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | : Date: 18.08.2026, 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: 18.08.2026, Time 1700 hours (through e-mail)                                                                                              |
| 5.  | Last Date and time for uploading of bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | : Date: 31.08.2026 up to 1500 hours through website - <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>                        |
| 6.  | Time & Date of opening technical bids                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | : Date: 01.09.2026, Time 1000 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.eproc2.bihar.gov.in">www.eproc2.bihar.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.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> & download/participate in E-tender.                                                                                                                                                                                                                         |                                                                                                                                                   |
| 12. | The tender documents can be obtained through our website <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.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.eproc2.bihar.gov.in">www.eproc2.bihar.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.eproc2.bihar.gov.in">www.eproc2.bihar.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.eproc2.bihar.gov.in">www.eproc2.bihar.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.eproc2.bihar.gov.in">www.eproc2.bihar.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:- 585 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 06/08/2026 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।

**Managing Director**  
Patna Smart City Limited



Patna Smart City Limited

## **REQUEST FOR PROPOSAL (RFP)**

**Selection Of Concessionaire For Operation, Maintenance, Commercial Management & Revenue Enhancement Of The Newly Developed Facility, The “Common Service Building” Near Mithapur Metro Station, Patna Under Patna Smart City Limited.**

NIT No-

Dated:-

### **PROJECT OFFICE:**

PATNA SMART CITY LIMITED

4<sup>th</sup> Floor ICCC-Cum-PSCL Building,

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

email: [patnasmartcity.pscl@gmail.com](mailto:patnasmartcity.pscl@gmail.com), [pscl-bih@gov.in](mailto: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 people, 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. Patna Smart City Limited (SPV) accepts no responsibility for the accuracy or otherwise of any interpretation or opinion of the 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.

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## Letter of Invitation

### Executive Summary

**Patna Smart City Limited (PSCL)**, a Government of Bihar undertaking incorporated under the Companies Act, 2013, is responsible for planning, developing, implementing, operating, monitoring, and managing Smart City projects in Patna. As part of its Smart City Mission initiatives, PSCL has developed a **Common Service Building (G+3)** near **Mithapur Metro Station, Patna**, to provide integrated public services, retail facilities, banking, food & beverage outlets, community spaces, and commercial amenities for commuters and citizens.

The Common Service Building has been envisioned as a vibrant mixed-use infrastructure facility that combines essential public services with commercial and community infrastructure. The building comprises spaces for a **Post Office, Bank, ATMs, Convenience Store/Supermarket, Food Kiosk, Cafeteria, Kitchen & Store, Beauty Parlour, Salon, General Retail Shops, Multipurpose Halls, Open-Air Theatre, Public Courtyard, Parking Facilities, and other common amenities**. The facility is strategically located adjacent to the Mithapur Metro Station, making it easily accessible to metro commuters, nearby residents, and visitors. To ensure efficient operation, long-term sustainability, and optimum utilisation of the facility, **Patna Smart City Limited (PSCL)** intends to appoint a qualified and experienced **Concessionaire** through a transparent competitive bidding process.

The selected Concessionaire shall be responsible for the **Operation, Maintenance, Commercial Management, Marketing, Leasing, and Revenue Enhancement** of the entire Common Service Building, including all commercial spaces, public utility areas, common facilities, and associated infrastructure, during the concession period. The Concessionaire shall maintain the facility in accordance with Good Industry Practices, applicable statutory requirements, and the performance standards prescribed by PSCL.

The Concessionaire shall also be responsible for maximising occupancy of commercial spaces, promoting the facility, organising events and community activities, ensuring high standards of housekeeping, security, customer service, and preventive maintenance, while exploring innovative and sustainable revenue generation opportunities through retail leasing, food & beverage operations, hall bookings, advertising, branding, sponsorships, and other permissible commercial activities.

The primary objective of this Request for Proposal (RFP) is to select a competent Concessionaire capable of transforming the Common Service Building into a well-managed, financially sustainable, customer-friendly, and commercially vibrant urban facility that enhances public convenience while generating sustainable revenue for Patna Smart City Limited. The Concessionaire shall ensure efficient facility management, enhanced visitor experience, and long-term asset preservation, thereby supporting the objectives of the Smart Cities Mission and contributing to the economic and social development of Patna City.

### Project Background

Patna Smart City Limited (PSCL) has developed a new facility, the “Common Service Building”, near **Mithapur Metro Station, Patna**, as one of the city's prominent commercial and public utility hubs. To improve urban infrastructure, enhance citizen services, and promote efficient utilisation of public assets, PSCL has developed and upgraded various facilities within the complex.

The facilities available at the Common Service Building near Mithapur Metro Station include:

The **Common Service Building (G+3)**, developed by **Patna Smart City Limited** near **Mithapur Metro Station, Patna**, has been designed as a multi-purpose commercial and public utility facility to provide essential services, retail, food, banking, community spaces, and public amenities.

These facilities are equipped with necessary infrastructure, furnishings, utilities, and supporting systems to enable professional operation and commercial utilisation.

- Total Built-up Area: **Approximately 32,986.95 Sq. Ft.**
- Building Configuration: **Ground + 3 Floors (G+3)**
- Passenger Lifts: **02 Nos.**
- Public Parking Area
- Public Courtyard
- Common Toilets on Each Floor
- Open Access Circulation Areas

**Managing Director, Patna Smart City Limited, 4th Floor, ICCCL-cum-PSCL Building, SSP campus, North Gandhi Maidan, Patna, (hereinafter referred to as the “Department”),** invites online tender for Selection of Concessionaire for Operation, Maintenance, Commercial Management and Revenue Enhancement of newly developed Facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited in conformity with the RFP document in a single stage two envelope system (Envelope ‘A’: Technical Bid along with Bid Document Fees & Earnest Money Deposit, and Envelope ‘B’: Financial Bid) from registered and eligible companies, operators, infrastructure management firms, facility management companies, commercial operators or other entities meeting the eligibility criteria prescribed in this RFP document.. More details are provided in the Terms of Reference (ToR) in this RFP document.

|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name &amp; Address of the Procuring Entity</b>                            | PATNA SMART CITY LIMITED<br>4th Floor Patna Smart City Building,<br>SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar)<br>INDIA<br>email: <a href="mailto:pscl-bih@gov.in">pscl-bih@gov.in</a> , patnasmartcity.pscl@gmail.com<br>Phone No. +91 0612 2219180                                                                                                                                     |
| <b>Subject Matter of Procurement</b>                                         | Selection of Concessionaire for Operation, Maintenance, Commercial Management and Revenue Enhancement of the newly developed Facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited.                                                                                                                                                                 |
| <b>Concession Period</b>                                                     | The project duration is for five (05) years.                                                                                                                                                                                                                                                                                                                                                            |
| <b>Bid Procedure</b>                                                         | Single-stage: Two-bid open competitive e- tender procedure at <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>                                                                                                                                                                                                                                                                     |
| <b>Selection Method</b>                                                      | H1 (Higher Annual Concession Fee) selection method                                                                                                                                                                                                                                                                                                                                                      |
| <b>Eligibility Criteria</b>                                                  | As detailed in bid documents                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Websites for downloading Bidding Document</b>                             | <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>                                                                                                                                                                                                                                                                                                                                   |
| <b>Fees</b>                                                                  | The RFP document fee: Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) Inclusive of GST. The RFP document fee can be paid online.                                                                                                                                                                                                                                                               |
| <b>Bid Security (EMD) and Mode of Payment</b>                                | <b>Bid Security (EMD) Amount:</b><br><br>Rs 25,00,000/- (Rupees Twenty Five Lakh only) (Refundable).<br><br><b>Mode of Payment:</b> The Earnest Money Deposit (EMD) shall be paid online at the website <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> .                                                                                                                          |
| <b>Performance Bank Guarantee (PBG) and Mode of Payment</b>                  | <b>Performance Bank Guarantee (PBG) Amount:</b><br>5% of the total Contract / Concession in the form of an unconditional and irrevocable Bank Guarantee valid in accordance with the Concession Agreement. A bank guarantee in favour of the <b>Managing Director, Patna Smart City Ltd, Payable at Patna</b> , which shall be valid up to 3 months beyond the end of the Contract/Concession period. _ |
| <b>Period of online availability of Bidding Documents (Start / End Date)</b> | From: _ _ -2026, 10:30 hrs onwards till : _ _ -2026, 15:00 hrs                                                                                                                                                                                                                                                                                                                                          |
|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pre-bid Meeting</b>                                                              | <p>Pre-bid meeting shall be held at PATNA SMART CITY LIMITED on - -2026 12:00 hrs through hybrid mode<br/> 4th Floor Patna Smart City Building,<br/> SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar)<br/> INDIA<br/> email: <a href="mailto:pscl-bih@gov.in">pscl-bih@gov.in</a>, patnasmartcity.pscl@gmail.com<br/> Phone No. +91 0612 2219180<br/> For online attendees: (<a href="https://meet.google.com/">https://meet.google.com/</a>_____);</p> <p>Bidders may send any pre-bid queries/ clarifications in the Tender by email (<a href="mailto:pscl-bih@gov.in">pscl-bih@gov.in</a>, patnasmartcity.pscl@gmail.com) within six (6) days from the date of publication of this tender.</p> |
| <b>End Date for Online submission of Bids / Bid due date/Proposal due date(PDD)</b> | Online at <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> End Date: __-__-2026, 11:00 hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Opening of Conditions of Eligibility: Technical Bid</b>                          | Date/ Time: __-__-2026 at 11:10 hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Opening of Financial Bid</b>                                                     | Will be intimated later to the technically qualified bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Bid Validity</b>                                                                 | 120 days from the bid submission deadline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Note:**

- (1) The Bidders (authorised signatory) shall submit their offer online in electronic formats both for technical proposal and financial bid. The RFP cost and Earnest Money Deposit (EMD) shall be paid online by the date and time mentioned above, as prescribed in the bid document.
- (2) Bid should be submitted online only. No hard copy is to be submitted.
- (3) **Financial bid must be submitted online only.** Submission of the financial bid in hard copy will lead to rejection of the bid.
- (4) Any subsequent addendum/corrigendum shall be published only at the websites <https://eproc2.bihar.gov.in> and will not be published in newspapers. If there is a holiday on the day bids open, activities scheduled for that date shall be carried out on the next working day.
- (5) Before electronically submitting the bids, it should be ensured that all the bid documents, including conditions of contract, are digitally signed by the Bidder.
- (6) The Department will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance to avoid any incidental system issues, such as slow speeds, website choking due to heavy load, or other unforeseen problems.
- (7) All the prospective bidders are encouraged to participate in the pre-bid meeting, and it is advised that the work sites are visited and bid documents are studied thoroughly.
- (8) The procuring entity reserves the sole right to cancel the bid process and reject any or all the Bids without assigning any reason.
- (9) The procuring entity disclaims any factual / or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein is intended only to help the bidders to prepare a logical bid-proposal.
- (10) Conditional bids shall be rejected.

- (11) The Bidder shall submit the Bid online form only. Each page of the submission shall be signed by the Authorised Representative of the Applicant in accordance with the terms of this RFP. The Applicant shall be responsible for the accuracy and correctness of the version uploaded by the Authority and shall ensure that no changes are made to the content of the downloaded document.

Designation: Managing Director

Contact No – **+91 0612 2219180**

Email ID: [pscl-bih@gov.in](mailto:pscl-bih@gov.in), [patnasmartcity.pscl@gmail.com](mailto:patnasmartcity.pscl@gmail.com)

**PATNA SMART CITY LIMITED**  
4th 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

## Part 1: Contents of Bidding

### Section I: Instructions to Bidder

#### 1 General

##### 1.1 Definitions

**“Project”** means Operation, Maintenance, Commercial Management, and Revenue Enhancement by the Selection of Concessionaire for Operation, Maintenance & Commercial Management and revenue enhancement from the newly developed Facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited at together with all associated Project Facilities, in accordance with the Concession Agreement. **“Authority”** means the Managing Director, Patna Smart City Limited, 4th Floor, ICCC-cum-PSCL Building, SSP campus, North Gandhi Maidan, Patna,

- (a) **“Bidder”** shall be any firm, company, corporation, LLP or any association or partnership of two of the above and shall include successor and assigns.
- (b) **“Concession Agreement (CA)”** means the Agreement signed by all the parties along with this Agreement, its Recitals, LoA and any amendments made in accordance with the provisions hereof.
- (c) **“Day”** means calendar days.
- (d) **“GoB”** means Government of Bihar
- (e) **“GoI”** means Government of India.
- (f) **“In writing”** means communicated in written form with proof of receipt; this will include email also.
- (g) **“Letter of Award”** means the Award letter issued by the Authority and signed & accepted by the successful bidder along with copy of LOA (Letter of Acceptance), RFP Documents including all Corrigendum/Addendums and Bid of the selected Bidder, signed & executed by Authority and successful Bidder.
- (h) **“RFP”** means Request for Proposal and is the document which provides all the details and information to the Bidder to prepare their proposal, including all Corrigendum/Addendums.
- (i) **“Terms of Reference” (TOR)** means the document included in the bid document which explains the objectives, Scope of work, activities, tasks to be performed, timeline and deliverables of the Project.
- (j) **“Concession fee”** means the agreed fee which shall be paid to PSCL by the concessionaire

##### 1.2 Scope of Bid

In support of the Invitation for Bids indicated in the Bid Data Sheet, the Authority has issued this online Bidding Document **“Selection of Concessionaire for Operation, Maintenance, Commercial Management and revenue enhancement of the newly developed Facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited”**.

### 1.3 Scope of Work and Project Facility

The selected Concessionaire shall be responsible for the operation, maintenance, commercial management, marketing, and revenue enhancement of the facilities in accordance with the Concession Agreement. The scope of work shall include, but not be limited to, the following:

#### **Project Facility:**

The **Common Service Building (G+3)**, developed by **Patna Smart City Limited** near **Mithapur Metro Station, Patna**, has been designed as a multi-purpose commercial and public utility facility to provide essential services, retail, food, banking, community spaces, and public amenities.

The selected Concessionaire shall undertake the operation, maintenance, commercial management, marketing, and revenue enhancement of the facility while ensuring efficient service delivery, cleanliness, safety, statutory compliance, and customer satisfaction.

#### **Facility Details**

##### **General Information**

- Total Built-up Area: **Approximately 32,986.95 Sq. Ft.**
- Building Configuration: **Ground + 3 Floors (G+3)**
- Passenger Lifts: **02 Nos.**
- Public Parking Area
- Public Courtyard
- Common Toilets on Each Floor
- Open Access Circulation Areas

##### **Ground Floor**

The Ground Floor consists of public utility services and commercial establishments including:

- Space for Post Office/Financial institutions – Approx. 1,490.80 Sq. Ft.
- Multipurpose Hall – Approx. 2,647.92 Sq. Ft.
- Bank Branch Space – Approx. 1,969.80 Sq. Ft.
- ATM Spaces – 02 Nos.
- Food Kiosk
- Open Air Theatre – Approx. 484 Sq. Ft.
- Public Courtyard
- Parking Area
- Ladies Toilet
- Gents Toilet

##### **First Floor**

The First Floor is designed as a retail and shopping zone comprising:

- Convenience Store / Super Market – **4,157 Sq. Ft.**
- Stationery Shop – **729 Sq. Ft.**
- Beauty Parlor – **725 Sq. Ft.**
- General Shop – **637 Sq. Ft.**
- Salon – **628 Sq. Ft.**
- Ladies Toilet
- Gents Toilet

##### **Second Floor**

The Second Floor is dedicated to food and community activities and includes:

- Kitchen & Store – **1,490.84 Sq. Ft.**
- Cafeteria – **2,647.90 Sq. Ft.**
- Multipurpose Hall – **1,969.80 Sq. Ft.**
- Ladies Toilet
- Gents Toilet

### **Third Floor**

The Third Floor consists:

- Multipurpose Hall
- Common circulation space
- Ladies Toilet
- Gents Toilet

### **Common Infrastructure**

The building is equipped with the following common infrastructure:

- Two Passenger Lifts
- Electrical Distribution System
- Water Supply System
- Sewerage & Drainage Network
- Fire Safety Provisions (where installed)
- Internal Staircases
- Common Toilets
- Public Courtyard
- Parking Facilities
- Signage Areas
- Common Lighting
- Landscape/Open Spaces
- Utility Services

**The above four commercial facilities are well equipped with air conditioning, Water Supply, Lighting and Electricity, Provision for CCTV, lifts, food courts, and common parking available within secured premises.**

### **Scope of Work:**

The selected **Concessionaire** shall be responsible for the **Operation, Maintenance, Commercial Management, Marketing, Leasing, Revenue Enhancement, and Customer Service Management** of the newly developed “**Common Service Building**” near **Mithapur Metro Station, Patna**, including all associated facilities, utilities, common areas, and commercial spaces, throughout the concession period.

The scope of work shall include, but not be limited to, the following:

- 1. Operation & Facility Management**
- 2. Commercial Development & Leasing**
- 3. Revenue Enhancement**
- 4. Operation of Public Facilities**
- 6. Housekeeping & Sanitation**
- 7. Security Management**
- 8. Utilities Management**
- 9. Customer Service Management**
- 10. Event & Hall Management**
- 11. Marketing & Promotion**
- 12. Safety & Statutory Compliance**
- 13. Record Keeping & Reporting**
- 14. Asset Protection**
- 15. Key Performance Indicators (KPIs)**

The Concessionaire shall achieve minimum performance standards including:

- High occupancy of commercial spaces.
- Timely preventive maintenance.
- Cleanliness and hygiene standards.
- Functional availability of lifts and utilities.
- Timely grievance redressal.
- Compliance with statutory requirements.
- Revenue targets as agreed with PSCL.
- High customer satisfaction levels.
- Safe and uninterrupted operation of the facility.

The Concessionaire shall perform all activities necessary for the efficient operation, maintenance, commercial exploitation, and long-term sustainability of the Common Service Building in accordance with the Concession Agreement, Good Industry Practices, and the directions issued by Patna Smart City Limited (PSCL) from time to time. Refer to ToR Clause 9.0 Scope of Work for more details.

#### Potential Revenue Generation Avenues

| Public Utility & Service Revenue                                                                                                                                                                                                                                                                                                                                                                               | Commercial & Retail Revenue                                                                                                                                                                                                                                                                                                                                                                                                                                | Event & Community Revenue                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Post Office/financial institutions Space Lease</li> <li>• Bank Space Lease</li> <li>• Public Service Centre</li> <li>• Utility Service Charges</li> <li>• Public Convenience Charges</li> <li>• Advertising in Common Areas</li> <li>• Digital Display Advertising</li> <li>• Wayfinding &amp; Signage Advertising</li> <li>• Sponsorship of Public Spaces</li> </ul> | <ul style="list-style-type: none"> <li>• Supermarket / Convenience Store Rental</li> <li>• General Retail Shop Rental</li> <li>• Stationery Shop Rental</li> <li>• Beauty Parlor Rental</li> <li>• Salon Rental</li> <li>• Food Kiosk Rental</li> <li>• Kitchen Lease</li> <li>• Cafeteria Operations</li> <li>• Temporary Kiosk Rental</li> <li>• Promotional Stalls</li> <li>• Vending Machines</li> <li>• Branding &amp; In-Shop Advertising</li> </ul> | <ul style="list-style-type: none"> <li>• Multipurpose Hall Booking</li> <li>• Open Air Theatre Events</li> <li>• Conferences &amp; Seminars</li> <li>• Cultural Programs</li> <li>• Government Functions</li> <li>• Corporate Events</li> <li>• Exhibitions &amp; Trade Fairs</li> <li>• Community Events</li> <li>• Training &amp; Workshops</li> <li>• Seasonal &amp; Festival Events</li> <li>• Awareness Campaigns</li> <li>• Public Gatherings &amp; Social Events</li> </ul> |

The above sources are indicative only and have been provided solely to enable prospective Participants to understand the Project's commercial potential. Participants are advised to conduct their own due diligence, site inspections, market assessments, and financial analyses before submitting their bid proposals.

Patna Smart City Limited neither guarantees, warrants, nor assures the realisation of any projected revenue. The selected Concessionaire shall not be entitled to make any claim for compensation, damages, or relief arising from any discrepancy between the anticipated revenue and the actual revenue generated during the concession period.

#### 1.4 Duration of Concession Period

The project duration is for five (05) years.

## **1.5 Concession fees**

- 1. Bidders are required to quote the Annual Concession Fee payable for the first year of the concession period.**
- 2. The Annual Concession Fee shall be increased by 5% every year on a compounding basis.**
- 3. For selection of the Concessionaire, bids will be evaluated using the H1 Selection method, wherein the bidder offering the highest Annual Concession Fee shall be ranked highest and considered for award, subject to meeting all eligibility and qualification requirements.**
- 4. The Concession Fee shall be exclusive of all applicable taxes and duties, including but not limited to income tax, professional tax, education cess, GST, and any other statutory levies imposed from time to time. It is further clarified that the applicable taxes/cess shall be charged /paid separately by the Concessionaire besides the Concession Fee.**
- 5. The Concession Fee shall also be exclusive of all costs and expenses incurred by the Concessionaire during the concession period, including administrative expenses, compliance-related charges, electricity charges, water charges, other utility charges, property tax, penalties, and any other operational or statutory expenditures. It is further clarified that all administrative and compliance-related charges, electricity, security, water, and other management expenses during the contract period shall be borne separately by the Concessionaire.**

## **1.6 Eligibility Criteria**

**1.6.1 General Conditions:** To qualify for the bid, the Bidder shall be:

- A Company registered under the Companies Act, 1956 or 2013 or
- A Partnership firm registered under the Partnership Act, 1932 or
- Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008
- Sole Proprietorship firm
- Any society formed under the Societies Registration Act, 1860

## **1.7 Joint Venture / Consortium:**

JV/Consortium is not allowed under this RFP (Bidders using credentials of parents/subsidiary (partial or wholly owned) will not be allowed, and all credentials should be in the name of the entity submitting the bid)

## **1.8 Conditions of Eligibility of Bidder:**

- 1.8.1** The Bidder must carefully read the minimum conditions of Technical and Financial Capacity herein referred to as “Conditions of Eligibility” provided below. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

**1.8.2 Technical Capacity & Financial Capacity:** For demonstrating the technical capacity, the Bidder must comply with each of the following conditions in the last 7 (seven) years from the Bid due date:

| Sr No | Parameter                          | Minimum Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Average Annual Turnover (Net)      | Rs 10.0 Cr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2     | Net Worth                          | Bidder shall have a positive Net Worth as on 31/03/2025;<br><br>The bidder should not have incurred a loss in the last three financial years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4     | Relevant Experience of the Bidder: | The Bidder shall satisfy at least one of the following criteria: <ul style="list-style-type: none"> <li>1. Experience of operating, maintaining, managing, or monetising at least one similar facility having annual revenue of not less than <b>Rs. 3.0 Crore</b>; <b><u>OR</u></b></li> <li>1. Experience of managing a Single facility having built-up/commercial area of at least <b>5000 sq. m.(One Project)</b>; or <b>combined 10000 Sq. m</b></li> </ul> <p style="text-align: center;"><b>And</b></p> <ul style="list-style-type: none"> <li>2. Experience of managing a facility comprises at least five of the following components: <ul style="list-style-type: none"> <li>- IT Park/Commercial Office Complex</li> <li>- Commercial leasing</li> <li>- Business Centre</li> <li>- Convention Centre</li> <li>- Hospitality Project (Hotel/Club/Resort)</li> <li>- Hotels /Restaurant/Food Court Management</li> <li>- Community Halls</li> <li>- Shopping Malls</li> <li>- Multipurpose Public Facilities</li> <li>- Tourism Infrastructure</li> <li>- Urban Public Utility Projects having commercial operations</li> </ul> </li> </ul> |

**Proposed Methodology and Work Plan**

Bidder should demonstrate understanding of the TOR, Appreciation of key challenges and suggestions on the TOR, Innovation & quality assurance, Work & Manpower Plan

**1.8.3** The Bidder shall enclose all the following documents in support of its technical Capacity:

- a) Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed.
- b) Relevant documents such as work orders, agreements, etc. and Completion Certificates/Experience Certificate/Client Certificate for fulfilling project experience required in RFP clause no. 1.8.2 Technical Capacity.
- c) In case a particular work where contract has been executed jointly by the Bidder as part of a consortium/ Joint Venture, it should be further supported by

Consortium Agreement of the work, which shall clearly state the percentage share of bidder. Project experience shall be considered in proportion to the percentage share of the bidder in that claimed project experience.

- d) “Client Certificate /Experience Certificate” of satisfactory services will be required for eligible projects claiming “the Technical Capacity” which are completed. Certificates shall be directly issued by the Client of position preferably Chief Municipal Officer (CMO) /Municipal Commissioner/Executive Engineer of Urban Local Body (ULB)/Chief Executive Officer/Chief Finance Officer etc.
- e) Copy of PAN Card, GSTIN Registration Certificate and any other registration certificates if applicable.
- f) The Bidder should have a valid GST registration in India.
- g) Undertaking that the bidder has not been debarred / black-listed/suspended/ de-registered in the last 3 years by the Government (Central Government / State Government / Local Government), Semi Government & Government Undertaking, any Multilateral Funding Agency and Urban Local Body in India. Format of the same is enclosed as Annexure VIII of the RFP.
- h) Bidder shall have experience in Projects of Central Government / State Government / Local Government / Government Agency/Urban Local Body/ Multilateral Funding Agency/PSU for fulfilling project experience required in RFP clause no. 1.8.2 Technical Capacity. Bidder’s Project Experience of working as sub-Concessionaire shall not be considered.

#### **1.8.4 Financial Capacity:**

To demonstrate the financial capacity (“Financial Capacity”), the bidder must meet each of the following conditions to establish financial eligibility.

- a) Minimum average annual turnover of Rs. 10.0 Crore in the preceding three financial years, i.e. 2022-23, 2023-24, 2024-25
- b) Bidder shall have a positive Net Worth as on 31/03/2025; The bidder should not have incurred a loss in the last three financial years.

#### **1.8.5 The Bidder shall enclose all the following documents in support of its Financial Capacity:**

- a) Audited Financial Statement for the Financial Year 2022-23, 2023-24, 2024-25 certified by the Statutory Auditor.
- b) Copy of the latest GST and Income Tax Return filed.
- c) Certificate from the Statutory Auditor for Net Worth and Turnover.

### **1.9 Conflict of Interest**

The Authority considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under the Anticorruption Policy. In pursuance of the Anticorruption Policy's

requirement that bidders, suppliers, and Concessionaires observe the highest standard of ethics. The Authority will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all the Bidders found to have a conflict of interest shall be disqualified. A Bidder may be in a conflict of interest with one or more parties in this bidding process if, including but not limited to if:

- a) They have controlling shareholders in common; or
- b) They receive or have received any direct or indirect subsidy from any of them; or
- c) They have the same legal representative for purposes of this Bid; or
- d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same sub-Concessionaire, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a Concessionaire in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

#### **1.10 One bid per Bidder**

A Bidder is eligible to submit only one Bid *covering the scope of this bid* for Selection either individually or as a member of any one Consortium. Bidder shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be.

#### **1.11 Cost of Bidding**

The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the bidding Process, including subsequent negotiations, visits to the Authority, Project site, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding Process.

#### **1.12 Due Diligence by Bidder**

The Bidders are encouraged to submit their respective Proposals after visiting the Project area and ascertaining for themselves the Project area conditions, location, surroundings, climate, access to the site, and availability of data with the Authority, Applicable Laws and regulations, or any other matter considered relevant by them. For this purpose, the Bidders shall inform the Authority in advance.

#### **1.13 Right to reject any or all Bids**

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the tender Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) Without prejudice to the generality of Clause 1.11, the Authority reserves the right to

reject any Proposal if: (i) At any time, a material misrepresentation is made or uncovered, or (ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

- c) Misrepresentation or an improper response by the Bidder may lead to the Bidder's disqualification. If such disqualification or rejection occurs after the Proposals/Bids have been opened and the highest-ranked Bidder is disqualified or rejected, the Authority reserves the right, in its sole discretion, to consider the next best Bidder or take any other measure as may be deemed fit, including annulment of the tender process.
- d) In case the bid is rejected due to reasons given in point (b) and (c), then the EMD submitted by the Bidder will be forfeited.

## **2 Contents of Bidding Document**

### **2.1 Sections of the Bidding Document**

- a) The RFP Document consists of Sections indicated below and should be read in conjunction with any Addendum/Corrigendum issued.

#### **Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet
- Section III. Evaluation and Qualification Criteria

#### **Terms of Reference (ToR)**

#### **- Appendices, Contract Forms & Annexures.**

- b) The Authority is not responsible for the completeness of the Bidding Document and its Addenda if they were not obtained directly from the Authority or our website <https://eproc2.bihar.gov.in>
- c) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

### **2.2 Clarification of Bidding Document**

- 2.2.1** A prospective Bidder requiring any clarification on the RFP Document shall contact the Authority with queries in the format below in writing at the address indicated in the Bid Data Sheet and by email at the email address mentioned in the Bid Data Sheet. The Authority will respond in writing to any request for clarification, provided that such request is received **on or before the date of the pre-bid meeting**. Clarification will be published on the website <https://eproc2.bihar.gov.in>

| <b>Sr.no.</b> | <b>RFP Clause, Clause No., Page no.</b> | <b>Query/Clarification</b> | <b>Remarks, if any</b> |
|---------------|-----------------------------------------|----------------------------|------------------------|
|               |                                         |                            |                        |

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### **2.3 Amendment of Bidding Document**

- a) At any time prior to the deadline for submission of the Bid (Bid due date), the Authority may amend the Bidding Document by issuing an Addendum/Corrigendum.
- b) Any Addendum/Corrigendum issued shall be part of the Bidding Document and shall be communicated in writing online at <https://eproc2.bihar.gov.in>.
- c) To give prospective Bidders reasonable time in which to take an Addendum/Corrigendum into account in preparing their Bids, the Authority may, at its discretion, extend the deadline for the submission of the Bids.

## **3 Preparation & Submission of Bids**

### **3.1 Instructions and Procedure for Participation in E-Tendering**

- 3.1.1** All bids submitted as a response to this request for proposal shall be submitted electronically through the e-procurement site <https://eproc2.bihar.gov.in>.
- 3.1.2** For participation in the e-tendering module of <https://eproc2.bihar.gov.in>, it is mandatory for prospective bidders to get registered on the website <https://eproc2.bihar.gov.in>. Therefore, it is advised to all prospective Bidders to complete online registration and pay the registration fee at the earliest.
- 3.1.3** Tender documents can be downloaded from the website <https://eproc2.bihar.gov.in>; the bid documents of those bidders shall be acceptable who have made online payment for the tender documents fee, as mentioned in the brief RFP, without which bids will not be accepted.
- 3.1.4** For support related to the e-tendering process, bidders may contact at the 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”.
- 3.1.5** Service and gateway charges shall be borne by the Bidder.
- 3.1.6** As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the Bidder does not have such a certificate, it may be obtained from any of the registering or certification authorities listed at <https://eproc2.bihar.gov.in>. Kindly note that it may take 3 to 5 business days to issue a digital certificate. The Bidders are advised to plan their time accordingly. The Authority shall bear no responsibility for accepting bids that are delayed due to the non-issuance or delayed issuance of such digital certificate.

**3.1.7** Before submitting the bids electronically, it should be ensured that all the bid documents, including conditions of contract, are digitally signed by the Bidder.

**3.1.8** If the Bidder is bidding for the first time for e-tendering, then it is obligatory on the part of the Bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate, etc. well in advance.

### **3.2 Key Dates:**

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department Preparation and Submission of Bids.

The bidders have to prepare their online bid, encrypt their bid data in the Bid forms and submit the Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorised representatives.

### **3.3 Language of Bid**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **3.4 RFP Document Fees**

The RFP Document shall be available for download to eligible bidders immediately after the online release of bids and until the scheduled time and date set in the key dates. The bid document can be downloaded free of cost. However, bidders must pay the bid document fee as specified in the bid data sheet when submitting their online bid. The payment for the bid document shall be made online through Debit/Credit card, Net banking, or as per the instructions provided on the website.

### **3.5 Earnest Money Deposit (EMD)**

- a) The Bidder shall furnish as part of its Technical Proposal Earnest Money Deposit of Rs 25,00,000/- (Rupees Twenty Five lakh only) (Refundable).
- b) The Earnest Money Deposit (EMD) shall be paid online.
- c) The Earnest Money Deposit (EMD) of a technically unqualified Bidder will be returned after completion of the Bid evaluation process. Earnest Money Deposit (EMD) of a technically qualified Bidder will be returned once the selected Bidder has furnished the Performance Bank Guarantee.
- d) The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security.

- e) Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- f) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- g) The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period, and for such losses and damage, EMD shall be forfeited by the Authority. No relaxation of any kind on Bid Security shall be given to any Bidder.
- i) EMD shall be forfeited by the Authority, in case if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time; In case the Selected Bidder, having signed the Letter of Award (LOA), commits any breach thereof prior to furnishing the Performance Security.
- h) In the case of the Selected Bidder, EMD will be forfeited if it fails within the specified time limit –
  - To sign the Letter of Award (LOA) as acceptance and/or
  - To furnish the Performance Security within the period prescribed

### **3.6 Technical Proposal**

**3.6.1** Bidders shall prepare the technical proposal in the formats specified in the RFP document (**Annexure I to Annexure VI, Annexure VIII, Annexure XI** (the "Technical Proposal").

**3.6.2** While preparing the Technical Proposal, the Bidder shall ensure that:

- (i) The Bid Document Fees and EMD / Bid Security are provided.
- (ii) All Forms are submitted in the prescribed formats and signed by the authorised signatories.
- (iii) Power of Attorney is executed as per **Annexure III**.
- (iv) The Original Technical Proposal must be submitted online only.

**3.6.3** Failure to comply with the requirements spelt out in the above Clause shall make the Proposal liable to be rejected.

**3.6.4** The Authority reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

**3.6.5** In case it is found during the evaluation or at any time before signing of the Letter of Award or after its signing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be

disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or signing of the Letter of Award, and if the Selected Bidder has already been issued the LOA or has accepted the Letter of Award, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire, as the case may be.

**3.6.6** In such an event, the Authority shall have the right to forfeit and appropriate the Bid Security or Performance Bank Guarantee (PBG) without prejudice against any other right or remedy that may be available to the Authority.

**3.6.7** No reference to Price/Financial Bid should be mentioned anywhere in the Technical Bid. Any Indication of price or financial bid in the technical proposal shall result in the disqualification of the Bidder.

### **3.7 Financial Bid**

**3.7.1** The Bidders shall prepare a separate financial bid (Financial Proposal) as per the format given in Annexure IX, clearly indicating the **Annual Concession Fees**. In the event of any difference between figures and words, then the amount indicated in words shall prevail.

**3.7.2** Bid document submitted without Financial Bid / Conditional Financial Bid will be liable for rejection.

**3.7.3** While submitting the Financial Proposal, the Bidder shall ensure the following:

(i) All the costs associated with the Project shall be considered while making the Financial Proposal.

(ii) The Financial Proposal shall consider all expenses and tax liabilities including GST (as applicable). Please note that the remuneration which you earn from the contract will be subject to normal tax liability in India. Kindly contact the relevant tax authorities for further information, if required.

(iii) Costs shall be expressed in the amount in rupees.

(iv) Deduction of tax at source as per applicable laws shall be made.

(v) The Financial Proposal is exclusive of all out-of-pocket expenses which may be incurred regarding site surveys, sampling, analysis, investigations, travel, accommodation, documentation and communication, during the period of concession. The Financial Bid is exclusive of all taxes, i.e. income tax, professional tax, education cess and GST, etc.

### **3.8 Format and signing of Bid**

**3.8.1** The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online through e-tender mode in the specified format and complete in all respects.

**3.8.2** The Bidder shall prepare one original set of Technical Proposal (together

with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP with Pre-Bid Clarification & Addenda, if any) and clearly marked "**ORIGINAL**".

**3.8.3** The Bidder shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of this RFP. Submission of a hard copy of the bid is optional and may be provided after the online bids are opened. Only bids submitted online will be considered for evaluation. However, legal documents such as a Power of Attorney, a Non-Blacklisting Undertaking, and proof of payment for the Bid document fee must be submitted in original.

**3.8.4** The Technical Proposal shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, pre-bid clarifications, addenda, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Bid must be hard-bound with Page Numbers on each page. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- i) By a Partner, in case of a Partnership firm and/or Designated Partner in case of Limited Liability Partnership, authorised by other partners
- ii) By a duly Authorized person holding the Power of Attorney (with supporting charter document, in case of a Limited Company or a Corporation.

**3.8.5** Copy of the Power of Attorney and a Consortium Agreement in case of Consortium along with Power of Attorney in non-judicial stamp paper certified under the hands of a Partner or Director of the Bidder/ Members of Consortium and notarised by a notary public in the form as specified in **Annexure III**.

**3.8.6** Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date. Unsolicited material, if submitted by the Bidder, will be summarily rejected. The Authority reserves the right to seek clarifications in accordance with the provisions set out in this RFP.

### **3.9 Online Submission of Bids**

**3.9.1** The bidders must submit their respective bids online, as per the instructions provided on the website <https://eproc2.bihar.gov.in> for online submission of bids. The bidders shall submit their Bids, duly completed in all respects, on or before the due date for bid submission, after signing the same with the Digital Signature of their authorised representatives. The Bid submitted online by the Bidder shall be in the following parts:

- a) Part 1: This shall be known as "Envelope-A- Technical Proposal **and** Bid Document Fees & Earnest Money Deposit" and shall contain the documents as mentioned in this RFP

- a) Part 2: This shall be known as “Envelope B- the Financial Proposal” and shall contain the Offer of the Bidder as mentioned in this RFP.

### **3.10 Physical Submission of Bids is not permitted.**

**3.10.1** Submission of the hard copy of the bid is prohibited. Only bids submitted online will be considered for evaluation.

**3.10.2** Physical submission of Bids will not be considered and will result in disqualification of the Bidder. It will be submitted online only.

### **3.11 Late Proposals**

**3.11.1** The Bidder must positively complete the online e-tendering procedure at <https://eproc2.bihar.gov.in>. Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

**3.12** The Authority shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever. Bid Validity Period

**3.12.1** The bids shall remain valid for a period specified in the Bid Data Sheet from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended for a period as per project requirement and approval from the Authority.

### **3.13 Proposal Due Date (PDD)**

**3.13.1** The due date and time of the online bid submission is as mentioned in the Bid data sheet.

**3.13.2** The Online Bid should be submitted on or before the due date of bid submission.

**3.13.3** The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with the provisions in this RFP uniformly for all Bidders and publish the Addendum on the website of <https://eproc2.bihar.gov.in>

### **3.14 Withdrawal, Substitution and Modification of Bids**

**3.14.1** The Bidders can withdraw and modify their respective online submitted bids till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of these Bids. The bid for which withdrawal request has been received by the Authority after the due date of bidding shall be declined. Any change/ modifications/ alteration in the bid by the Bidder shall be liable for rejection, and the Authority reserves the right to forfeit the EMD of the Bidder at its sole discretion.

## **4 Bid Opening and Evaluation**

### **4.1 Procedure for Bid opening & Evaluation**

**4.1.1** The Authority-designated officer will open the Bids online on the Proposal Due Date as specified in the Bid Data Sheet. In case the due date for

opening of the tender falls on a holiday, the due date shall be shifted to the next working day, for which no prior intimation will be given.

- 4.1.2** Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non- responsive, and the Envelope "B" of such bid shall not be opened.
- 4.1.3** In the next step of evaluation, the Envelope 'B' shall be opened online at the time and date notified. The Bidder shall have the freedom to witness the opening of Envelope 'B' of the Bid.
- 4.1.4** A detailed Technical Evaluation of the responsive bids shall be carried out as per Section – III Clause 6.
- 4.1.5** Envelope 'B' (Financial Bid) of bidders who are not qualified in the Technical Bid (Envelope 'A') shall not be opened.
- 4.1.6** Envelope 'B' (Financial Bid) of the technically qualified bidders shall be opened online at the notified date & time. The Bidder shall have the freedom to witness the opening of Envelope 'B'.
- 4.1.7** After opening Envelope 'B ', the Financial Bid shall be checked for responsiveness. A Financial Bid shall be responsive if it has been submitted in the manner specified in this RFP. If the Financial Bid of a Bidder is non-responsive, it shall be excluded from the bidding process.
- 4.1.8** The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the bidding Process.
- 4.1.9** The Bidders are advised that selection should be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the bidding Process or selection of bidder.
- 4.1.10** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.
- 4.1.11** The Authority's designated officer will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 4.1.12** Proposals shall first be checked for responsiveness with the requirements of the RFP, and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.
- 4.1.13** The Technical proposal shall be evaluated next based on the criteria set out in this RFP document. The Financial bids of only those bidders who qualify for the technical qualification shall be opened.
- 4.1.14** After Financial Evaluation, Tender Evaluation Committee (TEC) will submit report to Tender Committee for Approval. After approval by Tender

Committee, further procedure will be carried out.

- 4.1.15** The Authority has the right to reject or accept any bid if there is a conflict between the Bidder & Tender Committee.

## **4.2 Clarifications**

- 4.2.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification (s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the required clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority. The Authority may forfeit the bid security if the Bidder does not submit the requested clarification within the specified time.
- 4.2.2** The Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. The Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.2.3** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process based on such information.
- 4.2.4** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

## **5 - Award of Project**

### **5.1 Process**

- 5.1.1** Prior to the expiration period of proposal validity, the Client will notify the qualified bidders in writing by registered letter/ email and invite them to negotiate the Letter of Award (LOA) (if required).

### **5.2 Indemnity**

- 5.2.1** The Concessionaire shall indemnify the Authority in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, Letter of Award (LOA) or statutory duty, or tortious acts or omissions by the Concessionaire or the Concessionaire's Personnel or any claims made against the Authority by third parties in respect thereof.

### **5.3 Award of Contract (LOA)**

- 5.3.1** Upon completion of negotiations and submission of the Performance Security by the successful bidder, the Authority shall issue a Letter of Award ("LOA") to the Selected Bidder.

- 5.3.2 Failure of the successful Bidder to sign/accept the Letter of Award (LOA) shall constitute sufficient grounds for the annulment of the selection within the period specified herein.
- 5.3.3 PSCL reserves the right, at its sole discretion, to award work to one or more agencies and shall not be obligated to award work to every bidder. The issuance of the LOA shall be governed by the criteria specified in Clause 6 of this RFP. The invitation of proposals under this RFP shall not constitute any commitment or obligation on the part of PSCL to award any work.
- 5.3.4 Following receipt and acknowledgement of the LOA by the Selected Applicant, the Selected Applicant shall execute the Agreement within fifteen (15) working days. No request for modifications, deviations, or amendments to the Agreement shall be entertained. The Managing Director, PSCL, shall be the competent authority for execution of the Agreement. The Agreement shall be signed on behalf of Patna Smart City Limited by the Managing Director or any officer(s) duly authorised by the Managing Director.

#### 5.4 Performance Security / Performance Bank Guarantee (PBG)

- 5.4.1 Within fifteen (15) days of issuance & acceptance of Letter of Award, an irrevocable and unconditional **Performance Security as Performance Bank Guarantee (PBG)** from a nationalized or scheduled Bank in India in the form set forth as Annexure - XI within Fifteen (15) days of the receipt of notification from the Authority, or any such date as mentioned by the Authority in the notification, the successful Bidder shall furnish the **Performance Security equal to 5% of the total Contract / Concession Value** at the time of signing of concession Agreement.
- 5.4.2 The PBG shall be valid up to 90 days after the date of completion of the concession Period as per Letter of Award (LOA). The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Concessionaire's failure to complete its obligations under the Letter of Award (LOA) and Concession Agreement (CA).
- 5.4.3 The PBG shall be discharged by the Authority and returned to the Concessionaire not later than 90 days following the date of completion of the Concessionaire's performance obligations, including any Warranty obligations, under the Letter of Award (LOA) and any Concession Agreement (CA).

#### 5.5 Execution of Letter of Award (LOA)

- 5.5.1 After submission of Performance Security as aforesaid by the Selected Bidders, they will execute the Letter of Award within the period of 15 days

#### 5.6 Execution of Concession Agreement (CA)

- 5.6.1 After receiving the Letter of Award (LOA) from Authority, the Authority and the Selected Concessionaire will execute the Concession Agreement (CA) as and when required by Authority. The Concessionaire will not be entitled to seek any deviation in the Concession Agreement.

#### 5.7 Commencement of Project

- 5.7.1 The Concessionaire shall commence the Project at the Project site/ULB within 2 (Two) Weeks of the date of the Concession Agreement (CA) or such

other date as may be mutually agreed or mentioned in the Concession Agreement (CA). If the Concessionaire fails to commence the works as specified herein, Authority shall direct the Concessionaire to commence the Works. On receipt of such communication from Authority, the Concessionaire must commence the work within two weeks from the date of issue of such directions. In case the Concessionaire does not abide by such communication received from the Authority within two weeks' time, it shall constitute enough grounds for forfeiture of the Performance Bank Guarantee (PBG). The Concessionaire must replenish the Performance Bank Guarantee (PBG) and submit the same to the Authority within 15 (fifteen) days from the date of forfeiture and commence the Works at the Project site/ULB.

**5.7.2 Fraud and Corrupt Practices** - The Bidders and their respective officers, employees, agents, and advisers, observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, the Authority shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection Process.

**5.7.3** For the purposes of Clause above, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **Corrupt Practice** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract / Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) ; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) **Fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
- c) **Coercive practice** means impairing, harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

- d) **Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5.8 Insurance

- 5.8.1 The Concessionaire shall, at its own cost and expense, procure, maintain and keep in force throughout the Concession Period all insurance policies required under Applicable Laws and Good Industry Practice from insurers authorised to operate in India.
- 5.8.2 Without prejudice to the generality of LoA, the Concessionaire shall maintain, at a minimum, the following insurance policies:
  - a) **Public Liability Insurance**, covering death, bodily injury or property damage arising out of the operation and maintenance of the Bus Terminal.
  - b) **Third Party Liability Insurance**, covering all liabilities arising from the acts or omissions of the Concessionaire, its employees, agents or subcontractors.
  - c) **Workmen's Compensation / Employees' Compensation Insurance** and such other insurance as may be required under the Employees' Compensation Act, 1923, the Employees' State Insurance Act, 1948 and other applicable labour laws in respect of all personnel deployed for the Project.
  - d) **Fire and Special Perils Insurance** covering the Project Facilities and assets handed over by the Authority to the extent of the Concessionaire's responsibility under this Agreement.
  - e) **Insurance for Plant, Machinery, Equipment, Vehicles and Other Assets** deployed by the Concessionaire for execution of the Project; and
  - f) Any other insurance as may be required under Applicable Laws, statutory regulations or as reasonably directed by the Authority.
- 5.8.3 All insurance policies shall be maintained in full force and effect throughout the Concession Period. The Concessionaire shall ensure the timely renewal of such policies to prevent any interruption in coverage.
- 5.8.4 The Concessionaire shall furnish copies of the insurance policies, premium payment receipts and renewal certificates to the Authority within fifteen (15) days of execution of the Concession Agreement and thereafter upon every renewal or whenever called upon by the Authority.
- 5.8.5 Failure to obtain or maintain the required insurance shall constitute a material breach of the Concession Agreement. Without prejudice to any other rights available under the Authority, the Authority may require the Concessionaire to procure such insurance within a specified period; failing which, the Authority may procure the insurance at the risk and cost of the Concessionaire and recover the expenses from any amounts due or from the Performance Security.
- 5.8.6 The procurement or maintenance of insurance by the Concessionaire shall

not in any manner limit or relieve the Concessionaire of any liability or obligation under this Agreement or under Applicable Laws.

## Section II – Bid Data Sheet (BDS)

| <b>A. Introduction</b>                       |                                                                                                                                                                                                                                                                                       |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>                                     | PATNA SMART CITY LIMITED<br>4th Floor Patna Smart City Building,<br>SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA<br>email: <a href="mailto:pscl-bih@gov.in">pscl-bih@gov.in</a> , patnasmartcity.pscl@gmail.com<br>Phone No. +91 0612 2219180                      |
| <b>2</b>                                     | The name of the bidding is:<br><br>“Selection of Concessionaire for Operation, Maintenance, Commercial Management & Revenue enhancement of the newly developed Facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited”.            |
| <b>B. Bidding Document</b>                   |                                                                                                                                                                                                                                                                                       |
| <b>3</b>                                     | All correspondence, collection and submission of bidding documents is to be made at:<br>Designation: Managing Director<br>PATNA SMART CITY LIMITED<br>Contact No - +91 0612 2219180<br>Email ID: <a href="mailto:pscl-bih@gov.in">pscl-bih@gov.in</a> , patnasmartcity.pscl@gmail.com |
| <b>C. Preparation of Bids</b>                |                                                                                                                                                                                                                                                                                       |
| <b>4</b>                                     | The language of the Bid is: English<br>Response to the bids in English                                                                                                                                                                                                                |
| <b>5</b>                                     | Only one bid for the subject RFP shall be submitted by each Bidder.                                                                                                                                                                                                                   |
| <b>6</b>                                     | Alternative Bids are not permitted.                                                                                                                                                                                                                                                   |
| <b>7</b>                                     | The currency of the Bid shall be Indian rupees.                                                                                                                                                                                                                                       |
| <b>8</b>                                     | The bid validity period shall be 120 days.                                                                                                                                                                                                                                            |
| <b>D. Submission and Opening of Bids</b>     |                                                                                                                                                                                                                                                                                       |
| <b>9</b>                                     | Online Bid is to be submitted by one Bidder                                                                                                                                                                                                                                           |
| <b>10</b>                                    | Joint Venture (JV) /Consortium is Not Allowed.                                                                                                                                                                                                                                        |
| <b>E. Evaluation, and Comparison of Bids</b> |                                                                                                                                                                                                                                                                                       |
| <b>11</b>                                    | The Bidders must submit a <b>financial bid through online mode only.</b>                                                                                                                                                                                                              |

### Section III: Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Authority may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

#### 6 Technical Evaluation Criteria

Technical Proposal shall be evaluated to check responsiveness based on “Conditions of Eligibility of the Bidder” set out in clause no. 1.8 for Financial and Technical Capacity of the bidder. This is a pass/fail evaluation, and no marks are given at this stage.

#### 7 Evaluation of Financial Bid:

Bid document submitted without Financial Bid / Conditional Financial Bid will be liable for rejection.

The Financial Bids will be evaluated based on the Highest Annual Concession Fee (H1) following the technical evaluation indicated above.

The Financial Bids of the technically qualified bidders shall be opened in chronological order i.e., opening of Bids for Bidder 1 followed by Bidder 2, Bidder 3 and so on, and their Financial Bids shall be presented in a tabular manner as given below in **Illustration Number 1**.

**Illustration Number 1:** The Financial Bids of the technically qualified bidders shall be opened in chronological order of Bidder and presented as given below.

| Bidder   | Bidders' Offered Price w. r. to Annual Concession Fee Offer |
|----------|-------------------------------------------------------------|
| Bidder 1 | Rs. 1.98 Cr                                                 |
| Bidder 2 | Rs. 2.78 Cr.                                                |
| Bidder 3 | Rs. 3.18 Cr.                                                |
| Bidder 4 | Rs. 1.77 Cr                                                 |
| Bidder 5 | Rs. 2.01Cr                                                  |

**Illustration Number 2:** The above table shall be arranged in ascending order of financial Bid as presented below.

| Bidder   | Bidders' Offered Price w. r. to Annual Concession Fee Offer | Ranking |
|----------|-------------------------------------------------------------|---------|
| Bidder 3 | Rs. 3.18 Cr.                                                | H1      |
| Bidder 2 | Rs. 2.78 Cr.                                                | H2      |
| Bidder 5 | Rs. 2.01Cr                                                  | H3      |
| Bidder 1 | Rs. 1.98 Cr                                                 | H4      |
| Bidder 4 | Rs. 1.77 Cr                                                 | H5      |

- After the technical evaluation, the Financial Bid of all the qualified Bidders would be ranked respectively as per Illustration Number 1 and Illustration Number 2, and the Bidder with the higher quoted financial offer would be selected as H1 Bidder illustrated above.
- If multiple bidders have quoted the same rates (the “**Tie Bids**”), then the Bidder with

the higher average annual turnover as set out in clause 1.8.4 (a) will be selected. In case the Bidders have the same average annual turnover, the award of the work will be at the sole discretion of the Authority.

- c. It is mandatory for the Bidder to bid for the entire facility proposed in this tender in their financial bid.

## Part II: Terms of Reference (TOR)

### 8 Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Performance Bank Guarantee”** means the Bank Guarantee to be submitted by the Selected Bidder Authority at the time of signing of the Concession Agreement (CA).
- b) **“Affected Party”** shall mean the party claiming to be affected by a Force Majeure Event.
- c) **“Applicable Laws”** shall mean all laws, brought into force and effect by GOI, the State Government or Local Government including rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this RFP;
- d) **“Assignment”** means the work assigned to the Selected bidder through a Concession Agreement (CA).
- e) **“Bid”** shall mean the documents in their entirety comprised in the Bid submitted by the {Bidder/Consortium} in response to the Request for Proposals (RFP) in accordance with the provisions thereof.
- f) **“Conflict of Interest”** shall have the meaning set forth in Clause 1.9 read with the provisions of the RFP.
- g) **“Concessionaire”** means the entity selected by the Authority pursuant to this Tender and with whom the Authority enters into the Concession Agreement for the operation, maintenance, commercial management & revenue enhancement of the Project in accordance with the terms thereof.
- h) **“Concession Agreement”** means the Agreement signed by all the parties along with this Agreement, its Recitals, LOA (Letter of Award) and any amendments made in accordance with the provisions hereof.
- i) **“Dispute”** shall have the meaning set forth in Clause 10.23 of ToR;
- j) **“Effective Date”** means the date of signing of the Concession Agreement (CA).
- k) **“Award Date”** means date of signing of Letter of Award (LOA).
- l) **“Good Industry Practice”** shall mean the practices, methods, techniques, designs, standards, compliances, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire /Concessionaire in accordance with this Agreement, Applicable Laws, and Applicable Approvals, in a reliable, safe, economical, and efficient manner.
- m) **“GoB”** means the Government of Bihar.
- n) **“Government Agency”** shall mean Gol, GoB, the Authority or any Participating ULBs or any State Government or governmental department, division or sub-division of the Government and includes Commission, Board, Body, Bureau,

Agency, Authority, Instrumentality, Court or Other Judicial or Administrative Body, Central, State or Local, having Jurisdiction over Concessionaire, the Site/Project Facilities or any portion thereof, for the performance of all or any of the services or obligations of Concessionaire under or pursuant to this Agreement.

- o) “**INR, Re. or Rs.**” means Indian Rupees.
- p) “**Member**”, in case the “Concessionaire” consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all these entities.
- q) “**Municipal Corporation**” means an urban local body established under the relevant Municipal Corporation Act or regulation.
- r) “**Party**” means the Authority or the Concessionaire, as the case may be, as mentioned in the RFP and Concession Agreement (CA).
- s) “**Performance Bank Guarantee**” means the Bank Guarantee to be submitted by the successful Bidder to the Authority at the time of signing of the Contract / Concession Agreement (CA)
- t) “**Personnel**” means professional and support staff provided by the Concessionaire and assigned to perform the service in full or in part thereof.
- u) “**Proposal due Date (PDD) / Bid due Date**” shall mean the last date of filing the Bid as notified by the Authority.
- v) “**RFP**” means the Request for Proposal document in response to which the Concessionaire’s proposal for providing Services was accepted.
- w) “**Services**” means the work to be performed by the Concessionaire pursuant to this RFP, as described in the Terms of Reference hereto and Concession Agreement (CA).
- x) “**Successful Bidder**” shall mean the party selected by the Authority, through a competitive bidding process as per this RFP.
- y) “**Termination**” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- z) “**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs/comes into effect.
- aa) “**Termination Notice**” shall mean the Notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.
- bb) “**Third Party**” means any person or entity other than the Government, the Authority, the Concessionaire, **and its approved contractors or service providers**, as applicable.

## 9. Scope of Work

The selected Concessionaire shall be responsible for the operation, maintenance, commercial management, marketing, and revenue enhancement of the facilities in accordance with the Concession Agreement. The scope of work shall include, but not be limited to, the following:

### Project Facility:

The **Common Service Building (G+3)**, developed by **Patna Smart City Limited** near **Mithapur Metro Station, Patna**, has been designed as a multi-purpose commercial and public utility facility to provide essential services, retail, food, banking, community spaces, and public amenities.

The selected Concessionaire shall undertake the operation, maintenance, commercial management, marketing, and revenue enhancement of the facility while ensuring efficient service delivery, cleanliness, safety, statutory compliance, and customer satisfaction.

### Facility Details

#### General Information

- Total Built-up Area: **Approximately 32,986.95 Sq. Ft.**
- Building Configuration: **Ground + 3 Floors (G+3)**
- Passenger Lifts: **02 Nos.**
- Public Parking Area
- Public Courtyard
- Common Toilets on Each Floor
- Open Access Circulation Areas

#### Ground Floor

The Ground Floor consists of public utility services and commercial establishments including:

- Space for Post Office/Financial institutions – Approx. 1,490.80 Sq. Ft.
- Multipurpose Hall – Approx. 2,647.92 Sq. Ft.
- Bank Branch Space – Approx. 1,969.80 Sq. Ft.
- ATM Spaces – 02 Nos.
- Food Kiosk
- Open Air Theatre – Approx. 484 Sq. Ft.
- Public Courtyard
- Parking Area
- Ladies Toilet
- Gents Toilet

#### First Floor

The First Floor is designed as a retail and shopping zone comprising:

- Convenience Store / Super Market – **4,157 Sq. Ft.**
- Stationery Shop – **729 Sq. Ft.**
- Beauty Parlour – **725 Sq. Ft.**
- General Shop – **637 Sq. Ft.**
- Salon – **628 Sq. Ft.**
- Ladies Toilet
- Gents Toilet

#### Second Floor

The Second Floor is dedicated to food and community activities and includes:

- Kitchen & Store – **1,490.84 Sq. Ft.**
- Cafeteria– **2,647.90 Sq. Ft.**
- Multipurpose Hall – **1,969.80 Sq. Ft.**
- Ladies Toilet

- Gents Toilet

### **Third Floor**

The Third Floor consists:

- Multipurpose Hall
- Common circulation space
- Ladies Toilet
- Gents Toilet

### **Common Infrastructure**

The building is equipped with the following common infrastructure:

- Two Passenger Lifts
- Electrical Distribution System
- Water Supply System
- Sewerage & Drainage Network
- Fire Safety Provisions (where installed)
- Internal Staircases
- Common Toilets
- Public Courtyard
- Parking Facilities
- Signage Areas
- Common Lighting
- Landscape/Open Spaces
- Utility Services

**The above four commercial facilities are well equipped with air conditioning, Water Supply, Lighting and Electricity, Provision for CCTV, lifts, food courts, and common parking available within secured premises.**

### **Detailed Scope of Work:**

The selected **Concessionaire** shall be responsible for the **Operation, Maintenance, Commercial Management, Marketing, Leasing, Revenue Enhancement, and Customer Service Management** of the newly developed “**Common Service Building**” near **Mithapur Metro Station, Patna**, including all associated facilities, utilities, common areas, and commercial spaces, throughout the concession period.

The scope of work shall include, but not be limited to, the following:

#### **1. Operation & Facility Management**

- Operate and manage the entire G+3 Common Service Building on a day-to-day basis.
- Ensure smooth functioning of all commercial and public utility facilities.
- Maintain uninterrupted public access during operational hours.
- Deploy adequate managerial, technical, housekeeping, security, and support staff.
- Develop and implement Standard Operating Procedures (SOPs).

#### **2. Commercial Development & Leasing**

- Market and lease commercial spaces to suitable tenants with prior approval of PSCL wherever applicable.
- Operate or sub-license spaces such as:
  - Super Market / Convenience Store
  - Post Office/financial institutions
  - Bank
  - ATM Spaces
  - Food Kiosk
  - Stationery Shop
  - Beauty Parlour
  - Salon
  - General Retail Shops

- Cafeteria
- Multipurpose Halls
- Maximise occupancy of all commercial units.
- Execute lease/license agreements with tenants in accordance with the Concession Agreement.

### **3. Revenue Enhancement**

The Concessionaire shall prepare and implement a Revenue Enhancement Plan for maximising revenue from:

- Rental income from commercial units
- Hall booking charges
- Food court and kiosk operations
- Cafeteria operations
- Retail leasing
- Event management
- Exhibition and promotional events
- Open Air Theatre bookings
- Advertising and branding rights
- Digital display advertisements
- ATM license fees
- Bank premises lease
- Temporary kiosks and promotional stalls
- Sponsorship opportunities
- Parking revenue (if permitted by PSCL)

### **4. Operation of Public Facilities**

Operate and maintain all public facilities including:

- Public Courtyard
- Open Air Theatre
- Multipurpose Halls
- Public Waiting Areas
- Common Toilets
- Parking Areas
- Circulation Areas
- Staircases and Lift Lobbies

### **5. Facility Maintenance**

The Concessionaire shall maintain:

- Building structure
- Internal walls and finishes
- Flooring
- Ceiling
- Doors and windows
- Electrical installations
- Water supply system
- Plumbing system
- Sewerage system
- Drainage
- Common lighting
- Landscaping
- Signages
- Fire safety systems
- Lift systems
- Common utilities

Preventive and corrective maintenance shall be carried out throughout the concession period.

### **6. Housekeeping & Sanitation**

- Daily cleaning of the entire premises.
- Mechanized housekeeping wherever feasible.
- Cleaning of toilets multiple times daily.
- Solid waste collection and disposal.
- Pest and rodent control.
- Maintenance of hygienic conditions in all public areas.

### **7. Security Management**

- Deploy trained security personnel.
- Regulate entry and exit.
- Crowd management during events.
- Protection of public assets.
- Coordination with Police and emergency services.
- Installation and maintenance of surveillance systems, wherever required.

## **8. Utilities Management**

The Concessionaire shall manage:

- Electricity distribution
- Water supply
- DG backup (where available)
- Lift operations
- HVAC/Ventilation systems (if installed)
- Fire protection systems
- Sewage disposal
- Internet and communication systems, if applicable.

Utility bills shall be paid as per the Concession Agreement.

## **9. Customer Service Management**

- Establish a customer help desk.
- Handle visitor grievances.
- Maintain complaint registers.
- Provide information and guidance to visitors.
- Ensure a high level of customer satisfaction.

## **10. Event & Hall Management**

The Concessionaire shall:

- Promote the halls for social, cultural, educational, business, and government events.
- Manage online/offline booking.
- Coordinate event logistics.
- Ensure cleanliness before and after every event.
- Maintain event records and revenue statements.

## **11. Marketing & Promotion**

- Develop a marketing strategy to improve occupancy.
- Promote the facility through digital and print media.
- Organise promotional campaigns and community events.
- Create partnerships with commercial organisations and institutions.

## **12. Safety & Statutory Compliance**

The Concessionaire shall:

- Obtain and renew all statutory licenses and approvals required for operation.
- Comply with all applicable Central, State, and Local Government laws.
- Follow labour laws, fire safety norms, environmental regulations, and public health requirements.
- Ensure compliance with PSCL guidelines.

## **13. Record Keeping & Reporting**

Maintain and submit:

- Monthly operational reports
- Revenue reports
- Occupancy reports
- Maintenance logs
- Utility consumption reports
- Visitor statistics
- Complaint register
- Safety audit reports
- Incident reports

#### 14. Asset Protection

- Protect all PSCL assets from damage, misuse, or unauthorised occupation.
- Carry out timely repairs.
- Replace damaged fixtures wherever necessary.
- Maintain an asset register and inventory.

#### 15. Key Performance Indicators (KPIs)

The Concessionaire shall achieve minimum performance standards including:

- High occupancy of commercial spaces.
- Timely preventive maintenance.
- Cleanliness and hygiene standards.
- Functional availability of lifts and utilities.
- Timely grievance redressal.
- Compliance with statutory requirements.
- Revenue targets as agreed with PSCL.
- High customer satisfaction levels.
- Safe and uninterrupted operation of the facility.

The Concessionaire shall perform all activities necessary for the efficient operation, maintenance, commercial exploitation, and long-term sustainability of the Common Service Building in accordance with the Concession Agreement, Good Industry Practices, and the directions issued by Patna Smart City Limited (PSCL) from time to time.

#### Potential Revenue Generation Avenues

| Public Utility & Service Revenue                                                                                                                                                                                                                                                                                                                                                                     | Commercial & Retail Revenue                                                                                                                                                                                                                                                                                                                                                                                                                    | Event & Community Revenue                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Post Office/financial institutions Space Lease</li><li>• Bank Space Lease</li><li>• Public Service Centre</li><li>• Utility Service Charges</li><li>• Public Convenience Charges</li><li>• Advertising in Common Areas</li><li>• Digital Display Advertising</li><li>• Wayfinding &amp; Signage Advertising</li><li>• Sponsorship of Public Spaces</li></ul> | <ul style="list-style-type: none"><li>• Supermarket / Convenience Store Rental</li><li>• General Retail Shop Rental</li><li>• Stationery Shop Rental</li><li>• Beauty Parlour Rental</li><li>• Salon Rental</li><li>• Food Kiosk Rental</li><li>• Kitchen Lease</li><li>• Cafeteria Operations</li><li>• Temporary Kiosk Rental</li><li>• Promotional Stalls</li><li>• Vending Machines</li><li>• Branding &amp; In-Shop Advertising</li></ul> | <ul style="list-style-type: none"><li>• Multipurpose Hall Booking</li><li>• Open Air Theatre Events</li><li>• Conferences &amp; Seminars</li><li>• Cultural Programs</li><li>• Government Functions</li><li>• Corporate Events</li><li>• Exhibitions &amp; Trade Fairs</li><li>• Community Events</li><li>• Training &amp; Workshops</li><li>• Seasonal &amp; Festival Events</li><li>• Awareness Campaigns</li><li>• Public Gatherings &amp; Social Events</li></ul> |

The above sources are indicative only and have been provided solely to enable prospective Participants to understand the Project's commercial potential. Participants are advised to conduct their own due diligence, site inspections, market assessments, and financial analyses before submitting their bid proposals.

Patna Smart City Limited neither guarantees, warrants, nor assures the realisation of any projected revenue. The selected Concessionaire shall not be entitled to make any claim for compensation, damages, or relief arising from any discrepancy between the anticipated revenue and the actual revenue generated during the concession period.

## 10. Service Level Agreement (SLA)

**The Concessionaire shall ensure:**

| Sl. No. | Performance Parameter             | Service Level        | Measurement Frequency |
|---------|-----------------------------------|----------------------|-----------------------|
| 1       | Housekeeping Audit Score          | ≥ 95%                | Monthly               |
| 2       | Monthly Reporting                 | 100% on time         | Monthly               |
| 3       | Critical Complaint Resolution     | Within 4 hours       | Monthly               |
| 4       | HVAC Availability                 | ≥ 98%                | Monthly               |
| 4       | Lift Availability                 | ≥ 99%                | Monthly               |
| 6       | Fire Fighting System Availability | 100%                 | Monthly               |
| 7       | CCTV System Availability          | ≥ 99%                | Monthly               |
| 8       | Electrical System Availability    | ≥ 99%                | Monthly               |
| 9       | Emergency Lighting Availability   | 100%                 | Monthly               |
| 10      | Water Supply Availability         | 100%                 | Monthly               |
| 11      | Preventive Maintenance Compliance | 100%                 | Monthly               |
| 12      | Safety Incidents                  | Zero major incidents | Monthly               |
| 13      | Statutory Compliance              | 100%                 | Quarterly             |
| 14      | Security staff deployment         | 100%                 | Monthly               |

Any failure to comply with the prescribed requirements may result in the imposition of penalties

### 10.1 Operation and Maintenance of Facilities

The operation and maintenance are broadly divided into the following categories:

**a. Operation includes**

- day-to-day unhindered running of the entire facility as to 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: Planned maintenance aimed at reducing 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 in accordance with the O&M manuals provided by the Concessionaire/Supplier/Vendor/Manufacturer.

**c. Management: This involves 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 Concessionaire or facility management agency.
- Report on the overall management of services to ensure that the project is preserved and services are delivered to the client's satisfaction.
- 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 for providing the necessary manpower, tools, equipment, and consumables, in excess of the minimum requirements indicated in the RFP. However, the services as defined above are not limited to, nor do they exclude, any item in the scope of work to be covered to preserve the project and deliver 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, and landscaping.

Operation of all equipment in the Common Service Building near Mithapur Metro Station, 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, the Facility

Management Agency shall ensure that the Vendor/Manufacturer performs its obligations under the Contract. Even after the Agency has made all necessary efforts, if the Vendor/manufacturer fails to fulfil its obligations, the Agency shall notify the Authority and request the necessary action.

Operation Services: The operation services within the scope of work are subdivided into the following categories:

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

- The agency shall ensure the day-to-day, uninterrupted operation 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 in the service level required in this RFP.
- The agency shall ensure the operation and upkeep of all equipment in accordance with the Operation and maintenance manuals provided by the supplier/Vendor/Manufacturer/CPWD, and ensure the safety of the equipment and the personnel using it.
- The agency shall ensure that day-to-day works, such as clearing clogs in drainage pipes and manholes, restoring water supply, repairing faulty switches, watering plants, lawn mowing, hedge cutting, sweeping up leaf fall, etc., are carried out 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 in accordance with the required service levels for internal and external areas to meet the satisfaction level of the Authority/end-user of the project facility.
- Maintain cleanliness in all common spaces and interior areas to meet the satisfaction level of the Authority/end-user of the project facility.
- Perform periodic cleaning of glass facades and structures, if any
- Additional housekeeping services are 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/spare/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. If such repairs take more than a week, the agency shall arrange to provide alternate equipment for the Project Facility.
- Adopt a proactive approach to delivering this Service. As such, they are required to report

immediately any defects, deterioration, or damage to the property at the Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.

- Regular cleaning of stormwater drains, manholes, sewage lines, etc., to remove 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 should 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 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 should provide adequate dustbins and place them at appropriate intervals and locations to meet 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 anticoagulant 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.
- Liaise with local and state authorities, and/or private agencies related to the Facility.

## **10.2 Transfer of Project Assets upon Expiry of Concession**

Upon expiry or termination of the Concession Period, the Concessionaire shall transfer and hand over the Project Facilities, together with all associated infrastructure, equipment, utilities, records,

manuals, and related assets, to the Authority in good operating condition, duly maintained and capable of delivering the intended level of service without material interruption.

The Concessionaire shall ensure that the Project Facilities:

- a. comply with the applicable laws, standards, specifications, and maintenance requirements set forth in this Agreement.
- b. are free from any material defects, deferred maintenance obligations, encumbrances, or claims attributable to the Concessionaire.
- c. possess a residual useful life consistent with prudent industry practices and the Handback Requirements specified under this Agreement.
- d. are fully operational, safe for use, and serviceable at the time of handover; and
- e. are accompanied by all relevant operation and maintenance records, asset registers, warranties (to the extent assignable), drawings, manuals, and other documents necessary for continued operation.

Not later than twelve (12) months prior to the expiry of the Concession Period, the Authority shall be entitled to conduct a Handback Inspection, either directly or through an Independent Engineer. If any deficiency, deterioration, or non-compliance is identified, the Concessionaire shall, at its own cost, undertake all necessary repairs, replacements, rehabilitation, or rectification works to ensure that the Project Facilities meet the prescribed Handback Requirements before transfer.

In the event the Concessionaire fails to rectify such deficiencies prior to handover, the Authority shall be entitled to recover the cost of such rectification from the Performance Security, any amounts due to the Concessionaire, or by such other means as permitted under this Agreement.

### **10.2.1 Restriction on Alterations and Construction**

Except for routine operation and maintenance activities expressly permitted under this Agreement, the Concessionaire shall not construct any new facility, nor modify, alter, expand, replace, demolish, or remove any existing infrastructure, asset, or component of the Project Facilities without the prior written approval of the Authority. Any work undertaken without such approval shall be deemed unauthorised, and the Authority may require the Concessionaire to remove, replace, or restore the affected facilities to the Authority's satisfaction at the Concessionaire's sole cost and risk.

### **10.2.2 Ownership and Proprietary Rights**

Notwithstanding anything contained in this Agreement, the Concessionaire shall have no ownership interest whatsoever in the Project Facilities. Any improvements, additions, modifications, or assets created, installed, or developed by the Concessionaire in connection with the Project Facilities shall automatically vest in the Authority and shall form part of the Project Facilities without any separate claim, charge, lien, or compensation, except as expressly provided under this Agreement.

## **10.3 Concession Period / Period of Engagement**

The project duration is for five (05) years. The duration can be extended for another 05 years based on performance and with the approval of the competent authority.

## **10.4 Payment Schedule and Mode of Payment**

- a. The Selected Agency shall pay the Annual Concession Fee to the Authority on a quarterly basis. The concession fee for each quarter shall be payable one month before the commencement of that quarter. The quoted Annual Concession Fee shall apply to

both the Common Service Building near Mithapur Metro Station, Patna, and shall be treated as a single, integrated concession fee.

- b. Any delay in payment of the Concession Fee shall attract penalties as prescribed by the Authority.

The obligation to pay the Concession Fee shall commence upon expiry of the moratorium/Mobilization period of two (2) months. The concession/lease period shall be five (05) years from the date of commencement.

#### **10.5 Resource Deployment:**

The Concessionaire shall be responsible for deploying sufficient workforce, as deemed necessary, to ensure efficient facility management, security, maintenance, surveillance, housekeeping, and the seamless overall management and operation of the Common Service Building near Mithapur Metro Station, Patna and its associated facilities.

#### **10.6 Project Area**

Common Service Building near Mithapur Metro Station, Patna– 800001, Bihar.

#### **10.7 Rights and obligations**

The mutual rights and obligations of the Authority and the Concessionaire / Concessionaire shall be as set forth in the Concession Agreement, in particular:

- a. The Concessionaire / Concessionaire shall carry out the Services in accordance with the provisions of the Agreement; and
- b. Concessionaire / Concessionaire shall make payments to the Authority in accordance with the provisions of the Agreement.

#### **10.8 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **10.9 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

#### **10.10 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

1. In the case of the Concessionaire, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Concessionaire's Representative set out below to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub- clause below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e- mail to the number as the Concessionaire may from time to time specify by notice to the

Authority;

2. In the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below or to such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
3. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.
4. Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this agreement and Termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below;

#### **10.11 Authority of Member-in-charge**

In case the Concessionaire consists of a Joint Venture of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Concessionaire's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

#### **10.12 Authorised Representatives**

- i) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority, Authority or the Concessionaire, as the case may be, may be taken or executed by the officials specified in this Clause.
- ii) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name: .....Designation: .....

Tel: .....Mobile: .....

Email: .....

- iii) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name: .....Designation: .....

Tel: .....Mobile: .....

Email: .....

- iv) The Concessionaire may designate one of its employees as the Concessionaire's Representative. Unless otherwise notified, the Concessionaire's Representative shall be:

Name: .....Designation: .....

Tel: .....Mobile: .....

Email: .....

### **10.13 Taxes and duties**

Unless otherwise specified in the Agreement, the Concessionaire shall pay all such taxes, duties, fees and other impositions that may be levied under the Applicable Laws, and the Authority shall perform such duties regarding the deduction of such taxes as may be lawfully imposed on it. GST shall be payable over and above the Agreement Value in accordance with the governing tax laws of India.

### **10.14 Commencement, Completion and Termination of Concession Agreement**

#### **10.14.1 Effectiveness of Concession Agreement**

This Concession Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

#### **10.14.2 Commencement of Services for Assignment**

The Concessionaire shall commence the Services for Assignment within a period of 15 (Fifteen) days from the Effective Date.

#### **10.14.3 Termination of Agreement for failure to commence Services for Assignment**

If the Concessionaire does not commence the Services within the period specified in Clause 10.14.2 above, then Clause No. 10.18 shall be applicable.

#### **10.14.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 10.14.3 or 10.17 hereof, or unless extended by the Authority as per project requirement, the expiry of the Agreement shall be a period of 90 (ninety) days after the final delivery to the Authority.

### **10.15 Entire Agreement**

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Concessionaire arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

### **10.16 Force Majeure**

#### **10.16.1 Definition**

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but

is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, epidemic, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Concessionaire or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement, and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **10.16.2 No breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement as far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### **10.16.3 Measures to be taken**

1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
3. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **10.16.4 Extension of time**

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

#### **10.16.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Concessionaire shall be entitled to be reimbursed for the Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **10.16.6 Consultation**

Not later than 30 (thirty) days after the Concessionaire has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the

circumstances.

### **10.17 Suspension of Agreement**

The Authority may, by written notice of suspension to the Concessionaire, suspend all collections by the Concessionaire hereunder if the Concessionaire shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Concessionaire to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Concessionaire of such notice of suspension.

Fees, rent, etc., from the user during the suspension period shall be collected by PSCL or its authorised representatives and released in favour of the Concessionaire upon revocation of the suspension. In other cases, the collected amount shall be forfeited by the PSCL.

**10.18** The suspension shall be revoked if the Concessionaire remedies the breach/defect within the said 30 days.

### **10.19 Termination of Agreement**

#### **10.19.1 By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Concessionaire, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a) The Concessionaire fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.17 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing.
- b) The Concessionaire becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- c) The Concessionaire submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Concessionaire knows to be false.
- d) Any document, information, data or statement submitted by the Concessionaire in its Proposals, based on which the Concessionaire was considered eligible or successful, is found to be false, incorrect or misleading.
- e) As a result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- f) If Concessionaire is a company, a process of liquidation is started.
- g) The Concessionaire has failed to replenish performance Security within the required time if PBG is forfeited for any reason.
- h) Concessionaire does not perform work as per scope of work/TOR.

#### **10.19.2 Notice by the Concessionaire in case of breach of an agreement by**

## **PSCL**

The Concessionaire may also highlight the breach of agreement on the part of PSCL and give notice for termination of 30 days, which shall be decided by the MD, PSCL

### **10.20 Obligations of the Concessionaire**

#### **10.20.1 General**

##### **10.20.1.1 Standards of Performance**

The Concessionaire shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Concessionaire shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority.

##### **10.20.1.2 Terms of Reference**

The scope of services to be performed by the Concessionaire is specified in the Terms of Reference (the “TOR”). The Concessionaire shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### **10.20.1.3 Applicable Laws**

The Concessionaire shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure compliance with the Applicable Laws.

#### **10.20.2 Conflict of Interest**

The Concessionaire shall not have a Conflict of Interest, and any breach hereof shall constitute a breach of the Agreement.

Concessionaire and Affiliates not to be Otherwise Interested in the Project The Concessionaire agrees that, during the term of this Agreement and after its termination, the Concessionaire or any Associate thereof and any entity affiliated with the Concessionaire, as well as any Sub- Concessionaire and any entity affiliated with such Sub- Concessionaire, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 years from the completion of this assignment or to Concessionaire assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to Concessionaire / advisory services provided to the Authority in continuation of this Concessionaire or to any subsequent Concessionaire / advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Concessionaire, as the case may be, and any Associate thereof.

#### **10.20.2.1 Prohibition of Conflicting Activities**

Neither the Concessionaire nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- I. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- II. After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- III. At any time, such other activities as have been specified in the RFP as Conflict of Interest.

The Concessionaire and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Concessionaire, without being liable in any manner whatsoever to the Concessionaire, if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

**10.20.2.2** Without prejudice to the rights of the Authority above and the other rights and remedies which the Authority may have under this Agreement, if the Concessionaire is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the engagement Process or before or after the execution of this Agreement, the Concessionaire shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Concessionaire is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

#### **10.20.3 Concessionaire actions requiring the Authority's prior approval**

**10.20.3.1** The Concessionaire shall obtain the Authority's prior approval in writing before taking any of the following actions:

- i. Allowing any other business in the premises that are not listed in TOR.
- ii. Any other action that is specified in this Agreement.

#### **10.20.4 Reporting obligations**

**10.20.4.1** The Concessionaire shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

## **10.20.5 Equipment and materials furnished by the Authority**

**10.20.5.1** Equipment and materials made available to the Concessionaire by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Concessionaire shall furnish forthwith to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Concessionaire shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

## **10.20.6 The Concessionaire's Personnel and Sub-Concessionaire**

### **10.20.6.1 General**

The Concessionaire shall provide resources as may be required to carry out the Services in accordance with the requirements of the RFP.

## **10.21 Obligations of the Authority**

### **10.21.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- i) Provide the Concessionaire, its Sub-Concessionaires and Personnel with work permits and such other documents as may be necessary to enable the Concessionaire, its Sub-Concessionaire or Personnel to perform the Services.
- ii) Issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **10.21.2 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws, there shall not be any deviation in the Contract fees.

### **10.21.3 Payment**

In consideration of the infrastructure facility operated by the Concessionaire under this Concession Agreement. The Authority shall be entitled to receive the Annual Concession Fee from the Concessionaire in accordance with Clause 12 of this RFP and the Concession Agreement. Mode of billing and payment

- a) The Selected Agency shall pay the Annual Concession Fee to the Authority on a quarterly basis. The concession fee for each quarter shall be payable one month before the commencement of that quarter. The quoted Annual Concession Fee shall apply to the Common Service Building near Mithapur Metro Station, Patna, and shall be treated as a single, integrated concession fee.
- b) Any delay in payment of the Concession Fee shall attract penalties as prescribed by the Authority.
- c) The obligation to pay the Concession Fee shall commence upon expiry of the moratorium/Mobilization period of two (2) months. The concession/lease period shall be

five (05) years from the date of commencement.

- d)
- e) Any delay by the Concessionaire in payment by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- f) All payments under this Agreement shall be made to the account of the Authority as may be notified to the Authority by the Concessionaire.

#### **10.21.4 Currency of payment**

All payments shall be made in Indian Rupees.

### **10.22 Liquidated Damages and Penalties**

#### **10.22.1 Performance Security**

- a) Within fifteen (15) days of receipt of the LOA, the successful Bidder shall sign and return it to the Authority. An irrevocable and unconditional **Performance Security** or **Performance Bank Guarantee (PBG)** from a Bank in the form set forth as Annexure - XI within Fifteen (15) days of the receipt of LOA from the Authority. The successful Bidder shall furnish the Performance Security equal to **5% of total Contract / Concession Value** at the time of signing the Concession Agreement with the Authority. The PBG shall be forfeited as a consequence of termination of agreement and shall be adjusted as against any loss or damage caused to PSCL or its property

#### **10.22.2 Penalty for deficiency in Services**

1. There shall be regular review regarding the delivery performance of the concessionaire by the Authority during the contract period. In case it is observed at any stage that the Concessionaire's performance is unsatisfactory, or discrepancies are found in the works carried out by the Concessionaire, the Authority reserves the right to cancel the contract and debar the contractual firm(s) after due opportunity.

### **Key Performance Indicator (KPI)-Linked Penalties.**

| <b>Default</b>                       | <b>Penalty</b>                                                                                        |
|--------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1. Housekeeping Audit Score          | Rs.5000 per field inspection                                                                          |
| 2. HVAC Availability                 | Rs.5000 per day per unit after the permissible downtime                                               |
| 3. Lift Availability                 | Rs.5000 per lift per day                                                                              |
| 4. Fire Fighting System Availability | Rs.15000 per day until fully restored                                                                 |
| 5. CCTV System Availability          | Rs.5000 per day                                                                                       |
| 6. Electrical System Availability    | Rs. 5000 per day for critical failure                                                                 |
| 7. Emergency Lighting Availability   | Rs.1000 per day                                                                                       |
| 8. Preventive Maintenance Compliance | Rs.10000 per missed scheduled maintenance cycle                                                       |
| 9. Safety Incidents                  | Rs.25000 per major incident attributable to the concessioner, in addition to the statutory liability. |
| 10. Statutory Compliance             | Rs.10000 per violation plus immediate rectification                                                   |
| 11. Monthly Reporting                | Rs.1000 per delay report per week                                                                     |

Maximum Liquidated Damage/penalty in a month: 10% of the annual concessionaire fee.

2. Liquidated Damages may be recovered by the Authority through:

- a. deduction from any payments due to the Concessionaire.
- b. adjustment against the Performance Security/Bank Guarantee; or direct payment by the Concessionaire within fifteen (15) days of demand

## **10.23 Settlement of Disputes**

### **10.23.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **10.23.2 Dispute resolution**

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably.
- b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **10.23.3 Arbitration**

Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an appointed Arbitral Tribunal. Such arbitration shall be held in accordance with the Rules of Arbitration or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters, and the language of arbitration proceedings shall be English.

## **10.24 Representations and Warranties**

### **10.24.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- a) It is duly organised, validly existing and in good standing under the laws of India.
- b) It has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement.
- d) It has financial standing and capacity to undertake the Project.

- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- f) The execution, delivery and performance of this Agreement will not conflict with result in the breach of, constitute a default under or accelerate performance required by any of the terms of Concessionaire 's 'Memorandum and Articles of Association' or any of the Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g) There are no actions, suits, proceedings or investigations pending, or to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Authority, the outcome of which may constitute the Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- i) It has complied with all Applicable Laws and has not been subject to any fines, damages, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- j) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the required Project Facilities and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to rise or may be faced by Concessionaire in the course of performance of its obligations hereunder;
- k) The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire.
- l) The Concessionaire agrees to indemnify and hold indemnified the Authority against all costs, expenses, damages arising out of:
  - i. Operations and maintenance and transfer of the project facilities under this Agreement.
  - ii. Compliance with all labour laws and all possible claims and employment-related liabilities of its staff employed in relation to the project.
- m) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

#### **10.24.2 Representations and warranties of the Authority**

The Authority represents and warrants to the Concessionaire that:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement.

- b) That it has full power, capacity and the Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedures required to authorise the execution, delivery and performance of this Agreement.
- c) Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it.
- d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained, and all the required procedures for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian law.

### **10.24.3 Obligation to Notify Change**

In the event that any of the representations or warranties made/ given by a Party cease to be true or stand changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **10.25 Miscellaneous**

### **10.25.1 Assignment and Charges**

- a) The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of both the Authority & Lenders.
- b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of the Authority and Lenders.
- c) Restraint set forth in clauses (a) and (b) above shall not apply to:
  - i. Liens/ Encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of Concessionaire
  - ii. Pledges/ hypothecation of goods/ stocks, Project Assets Created and revenue as security for Indebtedness, in favour of the Lenders and working capital providers for the Project.
  - iii. Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

### **10.25.2 Interest and Right of Set Off**

- a) "Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing Bank Rate from the due date for payment hereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under Law, the Party entitled to receive such amount shall also have the right of set off".

- b) Provided with the stipulation regarding interest for delayed payments contained in this Clause, neither be deemed nor construed to authorise any delay in payment of any amount due by a party nor be deemed or construed to be a waiver of the underlying breach of payment obligation.

#### **10.25.3 Depreciation and Interest**

- a) For the purposes of depreciation under the Applicable Laws, the property representing the capital investment towards pre-operational cost made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.
- b) Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

#### **10.25.4 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at Patna shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### **10.25.5 Waiver**

Waiver by either party of any default by the other party in the observation and performance of any provision of or obligation under this Agreement:

- a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
- b) Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

#### **10.25.6 Survival**

Termination of this agreement shall not relieve the Authority and the Concessionaire of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

#### **10.25.7 Amendments**

This Agreement and the Schedules/ Annexure together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

#### **10.25.8 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**10.26 Liability of the Concessionaire:**

Subject to additional provisions, if there are any set forth in the contract, the Concessionaire's liability under this Contract shall be as provided by the Applicable Law and shall be limited to concession fees due and payable to the Authority.

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**ANNEXURE I: COVER LETTER**  
*(On Letterhead of the Bidder Firms)*

Ref:  
Dated:

To,  
**The Managing Director**  
**Patna Smart City Limited**  
**4th Floor Patna Smart City Building,**  
**SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA**

Subject: "Selection of Concessionaire for Operation, Maintenance, Commercial Management & Revenue Enhancement of newly developed facility, the "Common Service Building" near Mithapur Metro Station, Patna under Patna Smart City Limited."

Dear Sir,

With reference to your RFP document No..... Date....., I/we, having examined  
Having reviewed the RFP and understood its contents, we hereby submit our proposal.

1. The technical and financial proposals are unconditional.
2. All information provided in the proposal/Bid and in the Appendices is true and correct, and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of participation as the Concessionaire for the aforesaid tender.
4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of the Authority to reject our proposal/Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority.
  - b. I/ We do not have any conflict of interest in accordance with the clauses of the RFP document.
  - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State.
  - d. We hereby certify that we have taken steps to ensure that, in conformity with the provisions in the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Bidders in accordance with relevant clauses specified in the RFP

document.

9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposals in accordance with the provisions of the RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory body which could cast a doubt on our ability to undertake the contract for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that regarding matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/employees.
13. We undertake that in case due to any change in facts or circumstances during the selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Concessionaire or in connection with the selection Process itself, in respect of the above-mentioned Project.
15. The Bid Security of Rs. \_\_\_\_\_/-(Rupees only) has been submitted, in accordance with the RFP document.
16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case shall/we have any claim or right of whatsoever nature if the contract for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the Authorised signatory to sign and submit this Proposal and documents is attached herewith in **Annexure-III**
19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
20. We, \_\_\_\_\_(Bidder's name), the Financial Proposal as **Annexure IX** for selection of my/our firm as Concessionaire is submitted through online mode only.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness whereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)  
(Name and stamp of Bidder)

**ANNEXURE II: STATEMENT OF LEGAL CAPACITY**

*(On Letterhead of the Bidder)*

Ref:

Dated:

To,

**The Managing Director**

**Patna Smart City Limited**

**4th Floor Patna Smart City Building,**

**SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA**

**Subject:** “Selection of Concessionaire for Operation, Maintenance, Commercial Management & Revenue Enhancement of newly developed facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited.”

Dear Sir,

We hereby confirm that we, the Bidder, comply with the terms and conditions set out in the RFP document.

We have agreed that (*insert individual's name*) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with the requisite powers to furnish such proposal/Bid and all other documents, information, or communications, and to authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

\_\_\_\_\_

### **ANNEXURE III: POWER OF ATTORNEY**

Know all men by these presents, we, **(name of Bidder and address of the registered office)** do hereby constitute, nominate, appoint and authorise Mr./Ms.....**(name & residential address)** who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for **[Insert name of work]** in response to the RFP floated by The Managing Director, Patna Smart City Limited (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all Letter of Acceptance (LOA), Letter of Award (LOA), Concession Agreement (CA) and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal/Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS  
POWER OF ATTORNEY ON THIS..... DAY OF, ..... 2026

For (Signature, name, designation, name of firm and address)

Witnesses:

- 1.
- 2.

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power herein on behalf of the Bidder.*
3. *To be executed on a Stamp Paper of Rs. 1000/-, duly notarised.*

**ANNEXURE IV: DETAILS OF BIDDERS**

| Sr. No. | Particulars / Details                                                                                             | Individual Bidder Company Name |
|---------|-------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1.      | Name of the company                                                                                               |                                |
| 2.      | Date of incorporation and /or<br>Commencement of Business                                                         |                                |
| 3.      | Brief description of the Bidder's main line of business                                                           |                                |
| 4.      | Details of individual (s) who will serve as the point of contact/communication for the Authority with the Bidder: |                                |
| a.      | Name                                                                                                              |                                |
| b.      | Designation                                                                                                       |                                |
| c.      | Company/Firm                                                                                                      |                                |
| d.      | Address:                                                                                                          |                                |
| e.      | Mobile Number                                                                                                     |                                |
| f.      | Email Address                                                                                                     |                                |
| g.      | Fax Number                                                                                                        |                                |
| 5.      | Details of Authorized Signatory of Bidder                                                                         |                                |
| a.      | Name                                                                                                              |                                |
| b.      | Designation                                                                                                       |                                |
| c.      | Company/Firm                                                                                                      |                                |
| d.      | Address:                                                                                                          |                                |
| e.      | Mobile Number                                                                                                     |                                |
| f.      | Email Address                                                                                                     |                                |
| g.      | Fax Number                                                                                                        |                                |

**ANNEXURE-V: FINANCIAL QUALIFICATION OF BIDDER**

| Sr No | Bidder Name                                                    | FY 22-23 | FY 23-24 | FY 24-25 |
|-------|----------------------------------------------------------------|----------|----------|----------|
| 1.    | <b>Annual Turnover</b><br>(In Rs. Crore)                       |          |          |          |
|       | Average Annual Turnover of 3 years                             |          |          |          |
|       | Profit (+) / Loss (-)                                          |          |          |          |
|       | <b>Annual Net Worth as on<br/>31/03/2025</b><br>(In Rs. Crore) |          |          |          |

(Signature of the  
Authorized signatory)

Note:

- *The details are to be submitted on the letterhead of the Bidder. A certificate from a statutory auditor/a practising Chartered Accountant certifying the details submitted should be provided as supporting documents.*
- *The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.*
- *The Bidder shall provide the Audited Annual Financial Statements for the corresponding years. In case the annual accounts for the latest financial year are not audited and therefore cannot be made available, the applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for years preceding the year for which audited annual report is not being provided.*

## **ANNEXURE-VI: ELIGIBLE PROJECT EXPERIENCE OF BIDDER**

(List only those works, which are similar to the proposed works for which the Qualification Information is submitted)

As per Clause no. -1.8.2 (a)

| <b>Name of Applicant/Member of Consortium Claiming the Eligible Project Experience</b> |                                         |                                  |                                           |                           |                                                          |                               |
|----------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------|-------------------------------------------|---------------------------|----------------------------------------------------------|-------------------------------|
| <b>No.</b>                                                                             | <b>Name of the project and Location</b> | <b>Brief Project Description</b> | <b>Activities Operated and Maintained</b> | <b>Project Award Date</b> | <b>Project Completion Date/ expected completion date</b> | <b>Project Value (in Rs.)</b> |
|                                                                                        |                                         |                                  |                                           |                           |                                                          |                               |
|                                                                                        |                                         |                                  |                                           |                           |                                                          |                               |
|                                                                                        |                                         |                                  |                                           |                           |                                                          |                               |
|                                                                                        |                                         |                                  |                                           |                           |                                                          |                               |

(Signature of the Authorised signatory)

Note:-

- The details of each of the works mentioned in the above table must be provided separately in the format of project details sheets.
- Provide attested copies of documents such as work orders/agreements/completion certificates pertaining to required experience mentioned above either as Lead Contractor or subcontractor to a Lead Contractor.
- Each certificate of experience will be duly signed/ confirmed by a representative of the client.

## ANNEXURE-VI-A: FORMAT FOR PROJECT DETAILS SHEETS

(Provide Details for Only those Projects listed in Annexure VI, use separate sheet for each project)

| Name of Applicant/Member of Consortium (In case of Consortium) Claiming the Project Experience |                                                                                                                                                    |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                                                                                             | Name of Project                                                                                                                                    |
| 2.                                                                                             | Location of Project                                                                                                                                |
| 3.                                                                                             | Name of the Client                                                                                                                                 |
| 4.                                                                                             | Population of the respective Project                                                                                                               |
| 5.                                                                                             | Client's Address & Telephone Number, Fax Number and e-mail ID of contact Person                                                                    |
| 6.                                                                                             | Project Cost (in INR Cr)                                                                                                                           |
| 7.                                                                                             | Nature of works and special features relevant to this project.<br>(Details pertinent to the Technical Criteria of this RFP shall be submitted)     |
| 8.                                                                                             | Contract role (check one)<br>1. Individual 2. Consortium/Joint Venture 3. Sub-                                                                     |
| 9.                                                                                             | a) Project Capacity:<br>b) Your Company's share in the Project (%):                                                                                |
| 10.                                                                                            | Date of Award                                                                                                                                      |
| 11.                                                                                            | Contract duration (years/months)                                                                                                                   |
| 12.                                                                                            | Date of Completion                                                                                                                                 |
| 13.                                                                                            | Whether completed in specified duration; if not, reason for delay                                                                                  |
| 14.                                                                                            | Specified requirements                                                                                                                             |
| 15.                                                                                            | Name and professional qualifications of applicant's Engineer-in-Charge of the work:                                                                |
| 16.                                                                                            | Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or no).<br>If yes, provide the amount and an explanation. |

(Signature of the  
Authorised signatory)

### Note

- Provide attested copies of documents such as work orders/agreements and completion certificates pertaining to required experience mentioned above either as Lead or as Consortium member.
- Each certificate of experience will be duly signed/ confirmed by a representative of the client.

## **ANNEXURE-VII: DRFAT CONCESSION AGREEMENT**

AGREEMENT FOR [Name of the Project] under the provisions of Letter of Award (LOA) Sr. No.....dated..... for RFP notification.....dated ..... for

“Selection of Concessionaire for Operation, Maintenance, Commercial Management & Revenue Enhancement of newly developed facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited.”

Between

[Name of the Authority]

And

[Name of the Selected Bidder]

Dated.....

This Agreement for [insert name of work] (hereinafter called the “**Concession Agreement**”) is made on the..... day of the month of 20...

BETWEEN

<Name of Authority>, represented by its **Managing Director, Patna Smart City Limited**, having its principal office at \_\_\_\_\_ (hereinafter referred to as the “**AUTHORITY**”, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the FIRST PART.

AND

[Name of the Selected Bidder], with its registered office at ..... and represented by its Director/ Managing Director, (hereinafter referred to as the “**CONCESSIONAIRE**”, which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

The Authority and the “**CONCESSIONAIRE**” shall collectively be referred to as the Parties and individually as a 'Party '. WHEREAS

The Authority wish to appoint a “**CONCESSIONAIRE**” for [Name of the Project], hereinafter referred to as the “**PROJECT**”

The Authority had invited Request for Proposal (RFP) from prospective bidders vide RFP notification..... dated.....

Pursuant to the terms of the RFP, [Insert name of the Selected Bidder] submitted its technical and financial proposals to implement the Project on (the Bid).

Following a process of evaluation of technical and financial proposals submitted by the bidders (including [Name of the Selected Bidder]), the Authority accepted the Bid on [Date of Bid Acceptance]. The Authority issued the letter of award to [Name of the Selected Bidder] (the LOA).

[Name of the Selected Bidder] accepted the LOA and has agreed to undertake the Contract

[Name of the Selected Bidder] has submitted Performance Guarantee to the Authority on ..... and executed Letter of Award (LOA),

And based on the Letter of Award (LOA) Sr. No.....dated..... for RFP notification..... dated....., The Authority and Concessionaire now wish to enter into the Concession Agreement (CA) to implement the Project, subject to and on the terms and conditions set out in this Contract/Concession Agreement (CA).

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. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement viz.
  - i. Letter of Intent (LOI)
  - ii. Letter of Acceptance by Bidder
  - iii. Bid Proposal
  - iv. RFP Document including Terms of Reference, Addendum, Corrigendum.
  - v. Any other documents listed in the RFP as forming part of the Concession Agreement.
3. **Performance Bank Guarantee-** The Concessionaire is furnishing a Performance Bank Guarantee as a Performance Security equal to 5% of the total contract/Concession value at the time of signing of this Concession Agreement.
4. **Services:** The work to be performed by the Concessionaire under the Concession Agreement (such work being hereinafter called the Services) is more particularly described in the Scope of Work (TOR) set forth as part of the RFP which contains the other terms and conditions with regard to the performance of obligations and entitlements of the Parties.

For more clarity, the major scope of work for this Project is presented below: The scope of work is as mentioned below:

Operation, Maintenance, Commercial Management & Revenue Enhancement of the newly developed facility, the “Common Service Building” near Mithapur Metro Station, Patna, under Patna Smart City Limited as a concessionaire for a period of 05 years or as agreed in the agreement.

#### **Personnel:**

- (a) The Services shall be carried out by the Personnel of the Concessionaire and the Concessionaire shall be responsible for the payment of salary and other employee benefits to the Personnel. The Client shall not be responsible for any payment to the Concessionaire's personnel.
- (b) The Concessionaire shall, at all times, ensure that there is a Team Leader to supervise and coordinate the operations of the personnel in the field as well as such other personnel as may be required for the satisfactory performance of the Services and the Team Leader shall be responsible for liaison between the Concessionaire and the Authority. The list of Personnel shall be in line with the Letter of Award (LOA) issued by the Authority for the Selection of the Concessionaire.
- (c) The Concessionaire shall inform the Authority in writing of the authorised signatory of the Concessionaire who shall sign the reports and invoices from the Concessionaire side.

5. **Commencement/Effective Date:** The Effective Date shall be the date of signing the Concession Agreement.

6. **Maximum payment to the Concessionaire:** The Concessionaire fees payable by the Concessionaire to the Authority are subject to services availed as per the Contract/Concession Agreement and to be paid as per the Deliverable & Payment Schedule as specified in the Letter of Award (LOA).

Note: Contract fee shall be payable as per clause 1.5 of the RFP. Accounts for Payment: All payments under this Contract shall be made to the following account(s) of the Authority

Account Name - Patna Smart City Limited

Name of Bank: -

Branch: -

SWIFT Code: -

IFSC Code: -

MICR Code:

A/c No:

A/c Type - Saving / Current

7. **Partial Invalidity / Severability:** If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8. **Relationship between the Parties:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever, and this Agreement is entered into on a principal-to-principal basis.

9. **Non-Assignability:** The Agreement is not assignable.

10. **Counterparts and Registration:** This Agreement shall be executed in two counterparts and when executed and delivered shall constitute an original of this Agreement.

11. In consideration of the payments to be made to the Authority by the Concessionaire as hereinafter mentioned, the Concessionaire hereby covenants with the Authority to complete the Scope of Work and remedy any defects therein in conformity in all aspects with the provisions of the Concession Agreement.

12. The Concessionaire hereby covenants to pay the Authority in consideration of completion of the Scope of Work and the remedying of the defects therein Contract fees, or such other sum as may become payable under the provisions of the Concession Agreement at the times and in the manner prescribed by the Concession Agreement.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written. The Common Seal of was hereunto affixed in the presence of:

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

(Signature)

(Name)  
(Designation)  
(Address)

For and on behalf of  
Concessionaire

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

**ANNEXURE-VIII: FORMAT FOR UNDERTAKING FOR NON-BLACKLISTING**

*(To be executed on Rs 1000/- Stamp Paper)*

Date

**To,  
Managing Director  
4th Floor Patna Smart City Building,  
SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA**

I/We hereby agree and undertake that my/ our Firm/ Company nor any of my/our employees is not under any penal action such as debarred / black-listed/ suspended/ de-registered etc. by any Government (Central Government / State Government / Local Self Government), Semi Government & Government Undertaking, any Multilateral Funding Agency and Urban Local Body in the last 3 years in India.

Authorized Signatory  
(Name and Full details of the company)

## **ANNEXURE-IX: FINANCIAL BID**

Tender Inviting Authority: Managing Director, Patna Smart City Limited

Name of Work: “Selection of Concessionaire for Operation, Maintenance, Commercial Management & Revenue Enhancement of newly developed facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited.”

RFP No:

Name of the Bidder/ Bidding Firm / Company:

### **PRICE SCHEDULE**

(This template must not be modified/replaced by the bidder, and the same should be uploaded after filling the relevant columns; otherwise, the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| Sr. No | Component                                                                                                                                                                                                                           | Annual Concession Fee in Rs.<br>(Exclusive of Taxes)<br>(Figures) | Annual Concession Fee in Rs.<br>(Exclusive of Taxes)<br>(Words) |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------|
| 1      | “Selection of Concessionaire for Operation, Maintenance, Commercial Management & Revenue Enhancement of newly developed facility, the “Common Service Building” near Mithapur Metro Station, Patna under Patna Smart City Limited.” |                                                                   |                                                                 |

Note:

1. Financial Bid must be a positive numeric number.
2. The offered per unit Price figures should be quoted up to the second decimal point only.
3. I/we shall also pay the other utility charges like CAM, electricity, water, other utility expenses, etc as per the provisions set out in the RFP.
4. Quoted Annual concession fee covers Common Service Building near Mithapur Metro Station, Patna as one integrated concession fee
5. I/we undertake that the Leased space shall not be utilised for business/trade other than as identified in the RFP for this Restaurant.
6. 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.
7. I/we acknowledge and confirm that we have undertaken independent due diligence in all aspects of the property, including but not limited to technical and financial viability, legal framework, operational requirements, and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.

8. 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.
9. I/we understand that allocation of the space will be done on ranking of the bid.
10. I/we undertake to provide all required inputs from our side within the time indicated by the Authority to avoid cancellation of my bid.
11. I/we hereby acknowledge that the Authority reserves all rights to modify, cancel, or make appropriate reservations as per the Authority's discretion in the selection process.
12. 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.
13. I/we understand that all stamp duties for registration of built-up space required for the execution of the Concession agreement in pursuance of this Bid, shall be borne by Concessionaire.
14. I/We undertake that, if any loss is incurred during the concession Period, to any movable/ immovable properties of the property, the cost of the same will be borne by the Concessionaire. In case the concessionaire does not rectify the damages, the same shall be recovered from the Security deposited by the concessionaire.
15. This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the space offered, all risks and contingencies and all other conditions that may affect the financial bid.
16. I/we agree to keep my/ our offer valid for 120 days from the due date of submission of this Bid. Authorized signatory

Name & Seal of the Applicant

Name:

Designation:

Company Name:

Address:

**Note:**

**Taxes:** The quoted Annual Concession fee is exclusive of applicable GST. GST is to be paid by the agency in addition to the quoted rate.

**Escalation:**

There will be an annual escalation of 5% on a compounded basis.

The rate quoted by the bidder will be referred to as the annual concession fee. The Bidder shall quote the annual concession fee in financial BOQ format (Financial Form 1), and the annual concession fee should be divided into 4 quarterly instalments (Which should be called the Quarterly Concession 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 05 (five) years from the date of execution of the License Agreement.

**ANNEXURE X: FORM OF BID SECURITY (BID GUARANTEE)**

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted to its bid dated \_\_\_\_\_ (hereinafter called “the Bid”) for the execution of \_\_\_\_\_ under Request for Proposal No. \_\_\_\_\_ (“the RFP”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the RFP.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) Sixty (60) days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

**ANNEXURE XI: PERFORMANCE BANK GUARANTEE FORMAT (PBG)**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

To,

Date

To,

**Managing Director**

**Patna Smart City Limited**

**4th Floor Patna Smart City Building,**

**SSP Office, North of Gandhi Maidan, Patna 800001, (Bihar) INDIA**

In consideration of Managing Director Patna Smart City Limited, acting through Patna Smart City Limited (hereinafter referred to as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at

..... (hereinafter referred to as the “Bidder”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Letter of Award (LOA) no..... Dated ....., (hereinafter referred to as the “LOA”), and the bidder having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees.....) to the Authority for performance of the said LOA.

1. We, .....(hereinafter referred to as the “Bank”) at the request of the bidder do hereby undertake to pay to the Authority an amount not e x c e e d i n g Rs.....(Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said bidder of any of the terms or conditions contained in the said Agreement.
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said bidder of any of the terms or conditions contained in the said LOA or by reason of the bidder’s failure to perform the said LOA. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....(Rupees ).
3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the bidder shall have no claim against us for making such payment.
4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effective till the end of 90 days after the date of completion Period of Concession as per Letter of Award (LOA) and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said LOA have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said LOA have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.
5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LoA or to extend time of performance by the said bidder from time to time or to postpone for any

time or from time to time any of the powers exercisable by the Authority against the said bidder and to forbear or enforce any of the terms and conditions relating to the said LoA and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We, .....(indicate the name of Bank), lastly undertake not to revoke this Guarantee during its currency except with the previous written consent of the Authority.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* (Rupees in words) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\*].

Dated, the ..... day of.....20

For.....

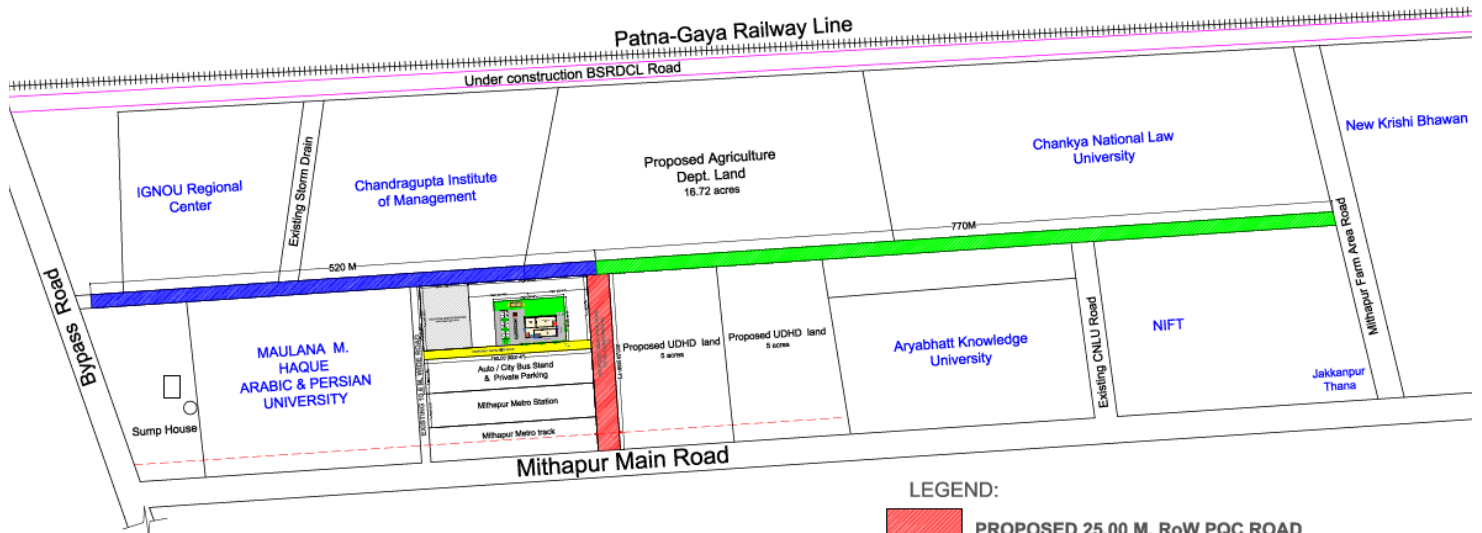
(Name of Bank)

(Signature, Name and designation of the authorised signatory) Seal  
of the Bank:

**ANNEXURE XII: BID CHECKLIST**

| <b>S. No</b> | <b>Item</b>                                                                                                                                                                                                                                                                                                                                                                                          | <b>Checked by Bidder (page No)</b> | <b>Checked by Authority</b> |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------|
|              | <b>ENVELOPE A: (For Hard copy &amp; online submission)</b>                                                                                                                                                                                                                                                                                                                                           |                                    |                             |
| 1.           | Receipt of Bid Document Fees                                                                                                                                                                                                                                                                                                                                                                         |                                    |                             |
| 2.           | Receipt of Earnest Money Deposit/Original Bank Guarantee / Demand Draft                                                                                                                                                                                                                                                                                                                              |                                    |                             |
| 3.           | Annexure I: Cover Letter                                                                                                                                                                                                                                                                                                                                                                             |                                    |                             |
| 4.           | Annexure II: Statement of Legal Capacity                                                                                                                                                                                                                                                                                                                                                             |                                    |                             |
| 5.           | Annexure III: Power of Attorney                                                                                                                                                                                                                                                                                                                                                                      |                                    |                             |
| 6.           | Annexure IV: Details of Bidders                                                                                                                                                                                                                                                                                                                                                                      |                                    |                             |
| 7.           | Annexure XVII: Bid Checklist                                                                                                                                                                                                                                                                                                                                                                         |                                    |                             |
| 8.           | Annexure-V: Financial Qualification of Bidder                                                                                                                                                                                                                                                                                                                                                        |                                    |                             |
| 9.           | Audited Financial Statements for the Financial Year 2022-23, 2023-24, and 2024-25 by Chartered Accountant                                                                                                                                                                                                                                                                                            |                                    |                             |
| 10.          | Copy of the latest Service Income Tax Return filed                                                                                                                                                                                                                                                                                                                                                   |                                    |                             |
| 11.          | Annexure-VI: Eligible Project Experience of Bidder                                                                                                                                                                                                                                                                                                                                                   |                                    |                             |
| 12.          | Annexure-VI-A: Format for Project Details Sheets                                                                                                                                                                                                                                                                                                                                                     |                                    |                             |
| 13.          | Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed                                                                                                                                                                                                                                                                                                         |                                    |                             |
| 14.          | Relevant documents such as work orders, agreements, etc. and Completion Certificates/Experience Certificate/Client Certificate for fulfilling project experience.                                                                                                                                                                                                                                    |                                    |                             |
| 15.          | “Client Certificate /Experience Certificate” of satisfactory services will be required for eligible projects which are ongoing or completed for claiming “the Technical Capacity”. Experience Certificate /Client Certificate shall be directly issued by the Client of a position not less than Chief Municipal Officer (CMO) /Municipal Commissioner/Executive Engineer of Urban Local Body (ULB). |                                    |                             |
| 16.          | Copy of PAN Card, GSTIN Registration Certificate and any other registration certificates if applicable                                                                                                                                                                                                                                                                                               |                                    |                             |
| 17.          | Annexure VIII Under-Declaration for non-blacklisting                                                                                                                                                                                                                                                                                                                                                 |                                    |                             |
| 18.          | Annexure-VII: Draft Concession Agreement                                                                                                                                                                                                                                                                                                                                                             |                                    |                             |
| 19.          | Copy of RFP Documents, Copy of Envelope A.                                                                                                                                                                                                                                                                                                                                                           |                                    |                             |
|              | <b>ENVELOPE B: (Online submission only)</b>                                                                                                                                                                                                                                                                                                                                                          |                                    |                             |
| 1.           | Annexure-IX: Financial Bid                                                                                                                                                                                                                                                                                                                                                                           |                                    |                             |

## APPENDIX A – PROJECT PLAN



### LEGEND:

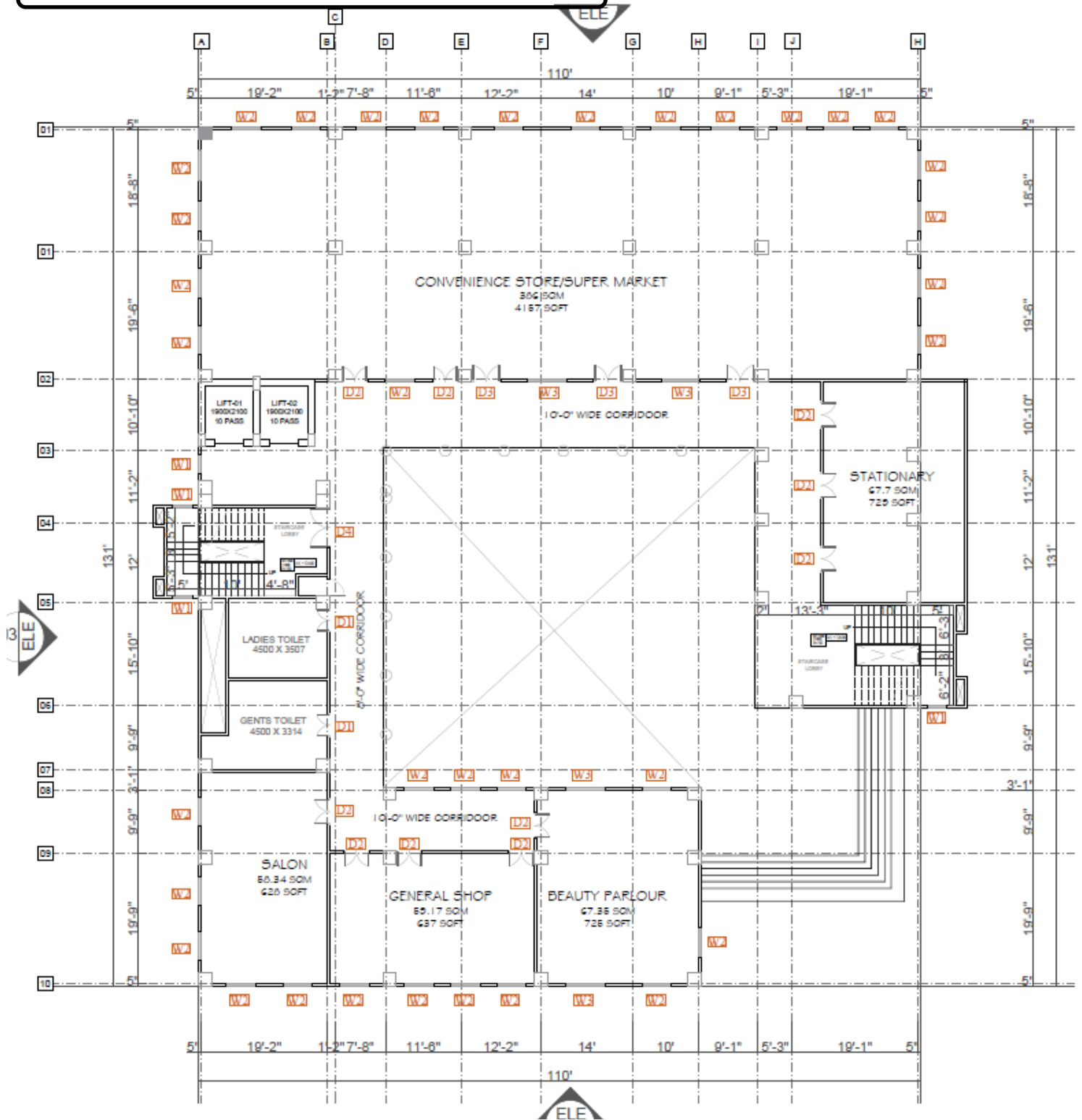
- PROPOSED 25.00 M. RoW PQC ROAD**  
TOTAL LENGTH-200 M. (both side drain,U.D. etc.)
- PROPOSED 10.00 M. RoW PQC ROAD**  
TOTAL LENGTH-190 M. (both side drain,U.D. etc.)
- PROPOSED 15.30 M. RoW PQC ROAD**  
TOTAL LENGTH-520 M. (both side drain,U.D. etc.)
- PROPOSED 15.30 M. RoW PQC ROAD**  
TOTAL LENGTH-770 M. (one side drain,U.D. etc.)



## GROUND FLOOR PLAN



# FIRST FLOOR PLAN



## SECOND FLOOR PLAN



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