



# **SHRI MATA VAISHNO DEVI CHARITABLE SOCIETY**

## **TENDER DOCUMENT**

### **FOR**

**Allotment of Shop No. 2 at Shopping  
Complex, Shri Mata Vaishno Devi  
Narayana Superspeciality Hospital**

**e-NIT No.: 01      DATED: 02.06.2025**  
**Last Date for submission of e-Tender : 23.06.2025**  
**upto 2:00 PM**

**Address:** Shri Mata Vaishno Devi Institute of Medical  
Excellence, Kakryal, Katra, Reasi (J&K) –182320,  
**Ph.:** 01991-295012,

**Website:** [www.maavaishnodevi.org](http://www.maavaishnodevi.org), [www.jktenders.gov.in](http://www.jktenders.gov.in)

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**Office of the Chief Administrative Officer  
Shri Mata Vaishno Devi Narayana Super Specialty Hospital**

e-Tenders on prescribed format are invited on behalf of Shri Mata Vaishno Devi Charitable Society (SMVDCS), through Chief Administrative Officer, SMVDNSH, under two Bids System from the eligible Individual/ Firms / Agencies / Organizations desirous of participating in the e-Bid process of the SMVDCS regarding **Allotment of Shops at Shopping Complex at Shri Mata Vaishno Devi Narayana Superspeciality Hospital** on “as is where is basis” and “Leave & License basis” for a period of two years for the **Sale of items** as indicated at **Para -3 under Nature of Business Activity**:

| Shop No. | Nature of Business  | Period  | Earnest money 5% | Reserved Bid | Description of premises |
|----------|---|---|------------------|--------------|-------------------------|
| 02       | Confectionary & Fast Food Business or Vegetable & fresh Juice / Shakes Shop | Two years (2+3 extendable further for 03 years on T&Cs) | Rs. 12,000/-     | 2,40,000/-   | 364 sft.                |

The e-NIT consisting of detailed Terms & Conditions, Eligibility Criteria and other details can be seen / downloaded from <http://jktenders.gov.in> and/or SMVDSB's website [www.maavaishnodevi.org](http://www.maavaishnodevi.org)

The e-Tender must be uploaded online along with Earnest Money (EMD) in the form of CDR /TDR/ FDR drawn from any Nationalized / Scheduled Bank duly pledged to the Accounts Officer, Shri Mata Vaishno Devi Charitable Society, Katra and Tender Fee of Rs. 1,000/- must be deposited in the official bank account of Shri Mata Vaishno Devi Charitable Society (SMVDCS), Branch – **HDFC Bank Katra Account No. 50100417566279, IFSC –HDFC0002344** or it can be in the shape of Demand Draft (DD) in favour of Accounts Officer /CAO, SMVDCS payable at Katra. The Bidder shall mention EMD detail and UTR No. in the prescribed Technical Bid Form at **Schedule-‘A’**.

The complete bidding process will be done online on e-Tender portal [www.jktenders.gov.in](http://www.jktenders.gov.in). The tenders should be submitted strictly in accordance with the provisions of the detailed e-NIT. **No Proposal shall be accepted through any other mode.**

No: SMVDIME/SHOP/806-II/171  
Dated: 30.05 .2025

Sd/-  
(Dr. Yashpal Sharma),  
Chief Administrative Officer

## **1. INSTRUCTION TO BIDDERS REGARDING E-TENDERING PROCESS**

- i. The interested Bidder can download the e-NIT / bidding document from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) & [www.maavaishnodevi.org](http://www.maavaishnodevi.org).
- ii. To participate in bidding process, Bidder(s) have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000 and subsequent amendments made till date, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned Digital Certificate from any approved Vendors.
- iii. The Bidders, who already possess valid Digital Signature Certificates(DSC), need not to procure new Digital Signature Certificate.
- iv. The Bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No proposal will be accepted in physical form.
- v. Bids will be opened online as per time schedule mentioned in the e-NIT.
- vi. Before submission of online bids, Bidders must ensure that scanned copies of all the necessary documents have been attached with Bid.
- vii. **The SMVDCS will not be responsible for delay in online submission of bids under any circumstances.**
- viii. All the required information for Bid must be filled and submitted online.
- ix. Bidders should keep with him the scanned copies of all documents & EMD as specified in the Tender documents.
- x. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise Bid will not be accepted.
- xi. Bidders are advised to use "My Documents" area in their user on <http://jktenders.gov.in>, e-tendering portal to store important documents like Balance sheet, GST Registration Certificate, IT certificate, Manufactures authorization and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their Bids.
- xii. Bidders are advised not to make any change in Financial Bid / BOQ, (Bill of Quantities) contents or its name. In no case they should attempt to create similar Financial Bid / BOQ manually. The Financial Bid / BOQ downloaded should be used for filling the Bid item rate as prescribed and it should be saved with the same as it contains.
- xiii. Bidders are advised to scan their documents in Portable Document Format (PDF) at 100 DPI (Dots per Inch) resolutions in Black and White.
- xiv. The Bidder should carefully study the document and prepare his/her Tender with consideration of all provisions of the document. Bidder should fully acquaint himself/herself with site conditions and all other factors which may influence preparation of his Tender.
- xv. **Business Site Visit:** Bidder should visit proposed business premises on any working day for business assessment.
- xvi. **Pre-Bid Meet (not mandatory):** Before submission of e-Tenders, there shall be a pre-bid meet to clarify the doubts of the Bidders, besides discussions on any additional suggestion proposed by the Bidder(s). For relevant queries or any assistance for e-bidding process prospective bidders may contact on mobile: 9070600369 (Tarseem Singh, DAO, SMVDNSH) or may email queries: [edir.smvdime@maavaishnodevi.net](mailto:edir.smvdime@maavaishnodevi.net) / [tarsemsb@mavaishnodevi.net](mailto:tarsemsb@mavaishnodevi.net)

## **2. TENDER SCHEDULE**

- i. The e-NIT Schedule is as under:

|  |            |
|--|------------|
| Publishing Date                                | 02.06.2025 |
| Download Start Date                            | 03.06.2025 |
| Pre Bid Meeting                                | 05.06.2025 |
| Bid Submission start Date                      | 06.06.2025 |
| Bid submission End Date (Online)/ (Hardcopies) | 23.06.2025 |
| Date of Opening of Technical Bid (Online)      | 24.06.2025 |

- ii. In case of holiday, the Bids will be opened on the next working day. Further, the price Bids of only those Bidders shall be opened who qualify the Technical Eligibility Criteria after scrutiny of the documents in Technical Bid, which shall be notified separately.
- iii. Shri Mata Vaishno Devi Charitable Society (SMVDCS) shall not be responsible for any delay in online submission of the bid due to any reason (Technical or otherwise).
- iv. Bidders must ensure to upload scanned copies of all necessary documents as mentioned in the e-NIT.
- v. **The original Demand Drafts and EMDs shall reach SMVDCS within a week's time from the last date of bids submission.**
- vi. **LOCATION OF THE SHOPPING COMPLEX:** The Shopping Complex is situated in the premises of 372 bedded Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal. It is surrounded by Doctor's/Para Medical Staff's residential quarters having population more than 800 peoples, Shri Mata Vaishno Devi College of Nursing and the Hostel Complex. Additionally, it is in proximity of Shri Mata Vaishno Devi University and Shri Mata Vaishno Devi Institute of Medical Excellence and upcoming Medical College.

## **3. NATURE OF BUSINESS ACTIVITIES:**

The following business activities are permitted in the premises:

- a. **Sale of Vegetable & Fruits including Juices & Shakes.**
- or
- b. **Fast Food including Confectionary items, Milk & Milk Products; Sale of Frozen Food items (all strictly vegetarian items).**

Note: The description of items and rates shall be fixed by the designated Committee of SMVDCS after the successful allotment of shop and nature of business activities. The designated Committee reserves the right to allow one or more business activities to the successful Bidder.

#### **4. SUBMISSION OF TENDERS:**

The Tenderers are required to submit their Tender under Single Stage Two Envelope Bidding System with Cover-I (Technical Bid Qualification) and Cover-II (Price Bid):

##### **a. Cover-I (Technical Bid Qualification):**

**This cover shall contain scanned (PDF) copies of the following as per Schedule -A:**

- i. Proof of Tender document fee and EMD deposited with the SMVDCS. Financial turnover Certificate, year-wise, for the last three Financial Years **i.e. 2022-23 to 2024-25, duly certified by the Chartered Accountant**, should be at least **Rs. 1,20,000/-** per annum.
- ii. Net-Worth Certificate, year wise **i.e. for FY 2022-23 to FY 2024-25, duly certified by the Chartered Accountant.**
- iii. Copy of Permanent Account Number Card (PAN) and Goods and Service Tax (GST) registration certificate. Copy of latest GST returns.
- iv. Reports on the financial standing of the Bidder such as profit and loss statement, balance sheet for the last three Financial Years **i.e. 2022-23 to 2024-25**, duly certified by Chartered Accountant and supported with ITRs of the last three Financial Years.
- v. Signed and Stamped copy of Tender document (all pages) in respect of acceptance of all Terms and Conditions of e-NIT.
- vi. The Bidder can share its preference for nature of business activity.

**Note: Original documents if required to be verified, the same shall have to be facilitated by the Bidder.**

##### **b. Cover II (Price Bids):**

- i. Price Bid shall be submitted as per **Schedule B.**
- ii. Price Bid shall be opened of only those Tenderers who have qualified the Technical Eligibility Criteria.
- iii. The price Bid should be absolute and unconditional.

#### **5. GENERAL CONDITIONS**

- a. Allotment shall be made on the basis of highest bid.
- b. The SMVDCS reserves the right to allow the successful Bidder for one or more than one activity in the shop.
- c. The e-tender should be superscribed with the number, name and location of the premises tendered for.
- d. The Bidder should clearly specify, in figures and words, the location and number of the shop intended to be used as well as Bid amount they are prepared to pay. Offers below the reserved Bid prescribed for premises shall not be considered. The Tenderer shall put his /

her signature and specify their name in capital letters alongwith parentage with complete postal address on the tender form and the terms and conditions attached thereto.

- e. A Tender submitted without the required Tender document fee, failing to meet any conditions of the e-NIT, or being incomplete in any respect is liable to be rejected.
- f. Conditional Tenders shall not be accepted and shall be outrightly rejected.
- g. The Tender Document Fee is non-refundable.
- h. Each Bidder shall have to submit only one Tender, submission of any additional Tender shall invite disqualification.
- i. The Tender offer shall be valid for **90 days** from the last day of receiving of the Tender. However, prior to expiry of the original validity period, SMVDCS may, on the merit of case, request for extension of validity of the offer for a further period of maximum **30 (thirty) days** without any change in Terms & Conditions of the offer.
- j. Even though any Bidder may satisfy the requirements of e-NIT, he/she would be liable for disqualification on grounds of submitting misleading / false information or deliberately suppressing the information in the forms, statement and enclosures in the Eligibility Criteria document.
- k. If any information furnished by the Bidder is found incorrect at any stage, Agreement / License deed shall be terminated and further penal action shall be initiated, e.g. forfeiture of EMD / Security Deposit and debarring for period of three years for participating in SMVDCS tender process.
- l. SMVDCS reserves the right to instruct the Bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of Bids. Bidders' failure to comply to such instruction may lead to rejection of bid.
- m. The Bidder shall comply with all the statutory provisions as laid down under various Laws/Act/Rules like Employees Provident Fund, ESI, Labour Laws and other Laws/Acts/Rules in force from time to time.
- n. The SMVDCS reserves its absolute right to reject any tender / offer at any stage before execution of License Deed without assigning any reason.

- o. All defaulters of SMVDCS in any capacity are debarred from participating in bid unless he/she clears the outstanding liabilities as determined by SMVDCS.
- p. In case of any dispute or clarification in Tender, the decision of the Chief Executive Officer, SMVDSB shall be final & binding upon the Bidder.

## **6. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- a. The Bidders shall have to deposit the requisite earnest money in the shape of CDR/TDR/FDR drawn from any nationalized/scheduled bank pledged to Accounts Officer, SMVDCS, Katra.
- b. Once Bidder has participated in the e-NIT, he will not be allowed to withdraw till the culmination of bidding process. If anyone quits, his/her EMD shall be forfeited in addition, he / she shall be debarred from participating in the tendering process for a period of three years.
- c. Bid securities(EMDs) of the unsuccessful Bidders shall be returned / released at the earliest after the expiry of the final bid validity period and latest by the **30<sup>th</sup> day** after the completion of tendering process.
- d. The Security Deposit of the successful Bidder/Licensee shall be released upon the expiry of the Agreement/License Deed or extended Agreement period, subject to the receipt of a satisfactory performance report from the concerned Area Head and Accounts Section. Additionally, the licensee must obtain a No Objection Certificate (NOC) from the JKPDD/Hospital and Jal Shakti Department, or any other agency directly or indirectly connected with the running business of the licensee, as applicable.

## **7. PERIOD OF LICENSE:**

Two years reckoned from the date of start of business activity or from 10<sup>th</sup> day after issuance of LoA; whichever is earlier. The period of License is further extendable for a period of three years at the sole discretion of Licensors based on performance, with or without revision of terms and conditions, as may be decided by the Licensors. An enhancement of 05% (five percent) YoY (year on year) in the payable License fee amount shall be applicable during the extendable period i.e start of the 3<sup>rd</sup> year.

## **8. PAYMENT CONDITIONS FOR THE SUCCESSFUL BIDDER**

- a. All the payments pertaining to the bid shall be made through RTGS in the SMVDCS Official Bank Branch : **HDFC Bank Katra, Account No. 50100417566279, IFSC –HDFC0002344** and the Highest Bidder (HB-1) shall submit the UTN (Unique Transaction Number) to the SMVDCS.



- b. The successful Bidder shall be required to deposit 30% amount of Bid as Security through FDR (FDR should be valid for 5 year) in favour of Accounts Officer, SMVDCS, Katra or shall furnish Bank Guarantee of a reputed Bank. Beside, an advance License fee for one quarter shall also be payable prior to the commencement of business operations. In case Bidder fail to deposit the required amount in such case:
  - i. The allotment shall be cancelled;
  - ii. EMD shall be forfeited and;
  - iii. HB-1 shall be debarred from participating in the tendering process of SMVDCS for consecutive 3 years.

**9. PAYMENT OF LICENCE FEE (PAYMENT TERMS):**

In lieu of the Licensed usage of space, the Licensee shall be required to pay the Licensor, monthly Licence fee on quarterly basis (inclusive of GST) in advance as described below:

**Equated Quarterly Instalment (EQI) Mode**

The total amount of license fee for two years period shall be paid in eight equated installments on quarterly basis as per following mentioned schedule:

| <b>Schedule of EQI for license fee</b>  |  | <b>Remarks</b>  |
|---|--|---|
| <b>Installment No.</b>                  | <b>Due to be cleared upto</b>  |   |
| 1 <sup>st</sup> EQI advance installment | Before the start of period of License                                    | Delay in making payment of License fee shall entail interest; at the sole discretion of Licensor @ 24% per annum on the outstanding amount calculated over the number of days of delay. |
| 2 <sup>nd</sup> EQI advance installment | Before the 10 <sup>th</sup> day of the third month of the license period |   |
| 3 <sup>rd</sup> EQI advance installment | Before 10 <sup>th</sup> day of the sixth month of period the of License  |   |
| 4 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the ninth month of period of the License      |   |
| 5 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the twelfth month of period of the License    |   |
| 6 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the fifteenth month of period of the License  |   |
| 7 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the eighteenth month of period of the License |   |
| 8 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the twenty one month of period of the License |   |

- c. Failure to make the due payments of the time period as elaborated in the table above, the Licensee shall be liable for the following:
  - i. Revocation of the License Deed and Licensee shall have to remove all his/her belongings, immediately thereafter.
  - ii. Forfeiture of Bid amount / instalments deposited with the SMVDCS as well as Security Deposit.
  - iii. The Licensee shall be debarred from participation in the future tendering process of SMVDCS for a consecutive period of three years.

# **10. PAYMENT CONDITION FOR 3<sup>RD</sup> , 4<sup>TH</sup> YEAR AND 5<sup>TH</sup> YEAR (SUBJECT TO EXTENSION OF LICENSE PERIOD)**

- (i) The License deed/Agreement can be extended for three more years subject to satisfactory performance of the Bidder/Licensee and after receiving request of the Licensee at least forty five (45) days period to the expiry of 2<sup>nd</sup> year of License period.
- (ii) The License fee shall be enhanced at the rate of 05% on existing total License fee and the same shall be deposited by the Licensee in **advance quarterly installments**.
- (iii) Beside an advance License fee for one quarter shall also be payable prior to the commencement of business operations. In case Bidder fail to deposit the required amount in such case:

ii. The allotment shall be cancelled;

iii. EMD shall be forfeited and;

**iv. Equated Quarterly Instalment (EQI) Mode for extendable period:** The total amount of license fee for extendable three years period shall be paid in twelve equated installments on quarterly basis as per following mentioned schedule:

| Schedule of EQI for license fee          |  | Remarks   |
|--|--|---|
| Installment No.                          | Due to be cleared upto   |   |
| 9 <sup>th</sup> EQI advance installment  | Before the start of extendable period of License ( <b>3<sup>rd</sup> Year</b> )  | Delay in making payment of License fee shall entail interest; at the sole discretion of Licensor @ 24% per annum on the outstanding amount calculated over the number of days of delay. |
| 10 <sup>th</sup> EQI advance installment | Before the 10 <sup>th</sup> day of the third month of the extendible license period ( <b>3<sup>rd</sup> Year</b> )           |   |
| 11 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> day of the sixth month of extendable period the of License ( <b>3<sup>rd</sup> Year</b> )            |   |
| 12 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> day of the ninth month of extendable period of the License( <b>3<sup>rd</sup> Year</b> )             |   |
| 13 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> day of the twelfth month of extendable period of the License ( <b>start of 4<sup>th</sup> Year</b> ) |   |
| 14 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> day of the fifteenth month of period of the License( <b>4<sup>th</sup> Year</b> )                    |   |
| 15 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> day of the eighteenth month of extendable period of the License ( <b>4<sup>th</sup> Year</b> )       |   |
| 16 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the twenty one month of period of the License ( <b>4<sup>th</sup> Year</b> )                      |   |
| 17 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the twenty fourth month of period of the License ( <b>5<sup>th</sup> Year</b> )                   |   |
| 18 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the twenty seventh month of period of the License ( <b>5<sup>th</sup> Year</b> )                  |   |
| 19 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the thirty month of period of the License ( <b>5<sup>th</sup> Year</b> )                          |   |
| 20 <sup>th</sup> EQI advance installment | Before 10 <sup>th</sup> of the thirty three month of period of the License ( <b>5<sup>th</sup> Year</b> )                    |   |

## **11. AGREEMENT / LICENSE DEED**

Agreement / License deed between the Successful Bidder and SMVDCS shall be executed within 21 days of issuance of LOA, as the case may be. However, this is subject to fulfillment of preconditions i.e. deposition of 30% bid amount as Security Deposit.

## **12. SPECIAL CONDITIONS**

- i. The employees of the successful Bidder / Licensee, who are directly / indirectly are in contact with the food, shall get **Medical Fitness Certificate** from the BMO, Katra and deposit the same with Chief Administrative Officer, SMVDNSH on bi-annual basis.
- ii. The Bidder should produce valid FSSAI, GST, PAN, ESIC and EPFO registrations in case Firm intends to run Confectionary or Fast Food business as applicable under rules and regulations. (Copy of relevant certificates should be submitted along with tender document).
- iii. The successful Bidder / Licensee shall sell items of standard quality / brand only and no sub-standard item shall be sold.
- iv. That the successful Bidder / Licensee shall store and keep the articles in hygienic condition and shall be responsible for cleanliness of the premises. He shall maintain the quality of material with regard to the items mentioned in **Para-3 under Nature of Business Activity** to the e-NIT.
- v. The successful Bidder / Licensee shall obtain proper license from the concerned licensing authority for sale of defined items, as may be required under law within 15 days from the issuance of LOA and submit a copy of the same to SMVDNSH which shall be considered at the time of the agreement.
- vi. The successful Bidder / Licensee shall ensure adequate availability of all the items offered throughout the agreement / license deed period.
- vii. That the successful Bidder / Licensee shall take appropriate **fire safety measures** under the directions of qualified fire Tenderer.
- viii. The successful Bidder / Licensee shall ensure that there are no loose wires /socket in the premises, which can cause fire incident.
- ix. Violation of any condition of this e-NIT including special conditions shall attract termination of the agreement / license deed.
- x. All the above conditions will form part of the agreement / license deed.
- xi. Un-Price Bid duly signed and stamped as enclosed at **Schedule – B** to be scanned and upload along with other documents.

### **13. OTHER CONDITIONS**

- a. The successful Bidder / Licensee shall sell only such items as are mentioned in Para -4 under Nature of Business Activity to this e-NIT on such rates & quantity / quality/ size as fixed by the Licensor. The successful Bidder / Licensee shall display the rate list of the articles to be sold in the shop in the manner prescribed in the Tender Notice. Any deviation shall result in the imposition of penalty / revocation of the license as per Clause 15 of e-NIT. Any interpretation regarding nature and scope of items specified in Para -3 under Nature of Business Activity shall vest only with the Licensor (SMVDCS).
- b. All the billing shall have to be done through the **Digital Billing Machine**. The successful Bidder / Licensee at all times shall ensure that digital bill/invoice is issued without fail to each and every customer.
- c. The Licensor (**SMVDCS**), its officials and representatives shall have the right to check, control and supervise the transactions of sale without the interference of the successful Bidder / Licensee.
- d. The license so granted is not open to any other interpretation so as to create any right or permission to use the premises **interest qua the premises**. The present arrangement shall only a temporary permission to use the premises, granted in favour of the successful Bidder / Licensee for the period mentioned hereinabove and is subject to the performance / observance of the terms, conditions and covenants mentioned in this e-NIT / agreement / license deed. The legal possession shall always continue to be with the Licensor.
- e. The successful Bidder / Licensee **shall not assign, sublet, underlet or part with possession** of licensed premises or any part thereof on any ground whatsoever. Any breach of the condition will result in the revocation of the license forthwith and initiation of penal action e.g. forfeiture of security deposit and debarring from future participation of 03 years consecutively.
- f. The permission/leave/license granted in favour of the successful Bidder / Licensee **shall not create any tenancy**, lease or otherwise any interest or other right in the property in favour of the Licensee. The arrangement shall only a temporary permission granted in favour of the successful Bidder / Licensee for the period mentioned hereinabove and subject to the performance/observance of the other conditions and covenants mentioned in the e-NIT / agreement / license deed.
- g. That in case the successful Bidder / Licensee commits any violation or breach of any condition or covenant of the tender notice or any other valid reason, it shall be lawful for the Licensor to revoke/terminate the license and call upon the successful Bidder / Licensee to remove his belongings forthwith. In such an event, the successful Bidder / Licensee shall be liable to pay the license fee for the entire period of license and such other damages or losses as may be assessed and determined by the Licensor.

- h. The successful Bidder / Licensee shall have **no right to make any addition, alternation, improvement, change or even affect any repair in the premises** in question without the explicit approval of the SMVDCS in writing. Violation of this provision shall attract termination of the contract. The successful Bidder / Licensee shall be bound to User of the premises to the SMVDCS forthwith.
- i. The successful Bidder / Licensee shall have to **keep his / her shop open as per the timings fixed by the Competent Authority, SMVDCS.**
- j. It shall be the sole responsibility of the successful Bidder / Licensee to obtain proper license from the concerned Licensing Authority for the sale of defined items, as may be required under law, within 15 days from the allotment of contract.
- k. The statutory liabilities to meet and pay all taxes, charges, duties and levies including CGST/ GST any future tax to be levied during the currency of the license shall be borne by the successful Bidder / Licensee.
- l. The successful Bidder / Licensee shall have to undertake, to be wholly and solely accountable for the conduct and performance of manpower engaged by him. He shall also be responsible for observance all laws relating to the business to be carried out at the premises, It further binds itself to indemnify the Licensor for any loss or violation of law.
- m. It shall be obligatory on the part of the successful Bidder / Licensee to arrange and serve the items as mentioned in **Para -3 under Nature of Business Activity.**
- n. That successful Bidder / Licensee shall protect the property of the Licensor from any consequential damage.
- o. The successful Bidder / Licensee and his employees shall not misbehave with any customer, pilgrim / student or official of the SMVDCS and their behavior should always be cordial to all.
- p. That the successful Bidder / Licensee shall ensure that its employees / workers / labourers etc. strictly refrain from use of **narcotics/ smoking of cigarettes or use of any kind of tobacco products or pan chewing or consumption of alcohol** or such substances within or around the location allotted to him.
- q. Use of clean fuel: The Licensee shall be required to compulsorily make use of clean fuel only (such as LPG, Induction Cook Tops of Microwave Oven, Electric Tandoor etc. The Licensee shall not be allowed to use wood/charcoal / hard coal etc.

- r. That the successful Bidder / Licensee **shall not use any product / article, which causes environmental pollution, health hazards.** The successful Bidder / Licensee shall ensure that its activities / operations do not cause any nuisance, pollution of any kind within or around the licensed premises. successful Bidder / Licensee shall alone be responsible for the environment friendly disposal by scientific means, of all waste materials emanating and arising out of its activities.
- s. That the nomenclature of the premises so allotted shall only be finalized in consultation with SMVDCS and the **name should not be with suffixed / prefixed "SHRINE BOARD / SMVDCS" even remotely.**
- t. The successful Bidder / Licensee shall surrender the shop to the SMVDCS in the shape and form in which it handed over at the time of grant of license. If any breakage of furniture/ fittings etc is found at the end of license period then the license holder shall be liable to make good the losses. The Unit Head get evaluated breakage/ damage report from the concerned AEE and reflect actual damage cost to this office.
- u. That the successful Bidder / Licensee shall abide by all restrictions imposed and orders issued by the SMVDCS from time to time including the type of fuel to be used, electric, lighting and general cleanliness etc.
- v. On expiry of the period of license, the license granted in favour of the Licensee shall be deemed to have been revoked. The Licensee shall remove all his belongings kept in the premises of the Licensor without any demur and surrender the use and enjoyment of the licensed premises forthwith. In the event of failure of the Licensee to remove his belongings/ articles within 24 hrs of the expiry of the license period, the Licensor shall be entitled/ at liberty to remove the belongings of the Licensee. The Licensee shall have to undertake that no notice would be required to be given to the Licensee in respect of revocation of the license due to expiry of period of license. The Licensee have to agree that 24 hours is a reasonable period of time for removing his belongings/ articles and surrendering the user of licensed premises and that after the expiry of license period and on the failure on the part of the Licensee to remove his belongings/ articles from the licensed premises within 24 hours of expiry of license, it shall be lawful for the Licensor to enter the licensed premises and remove the belongings of the Licensee and keep them in his custody and also take over the licensed premises to which the Licensee shall have no objection. In such an event, the Licensor will be entitled to claim expenses on account of labour and other charges incurred in the removal & storage of the goods. In case, the Licensee fails to pay the labour and other charges incurred by the Licensor to remove the belongings of the Licensee and besides this, in case the Licensee does not claim goods/ belongings, removed by the Licensor as mentioned above within three

days from the date of removal then Licensor shall also be at a liberty to auction such goods/ belongings, so as to recover the cost incurred on such act. In such an event the Licensor shall in no case be liable for any damages whatsoever.

- w. **SMVDCS reserves its right to accept or reject the bid, wholly or partly, and to add / delete any of the items, without assigning any reason whatsoever.**

#### **14. INDEMNITY**

The successful Bidder / Licensee shall solely be liable for any costs, charges or expenses arising out of any claims or proceedings and also any award of or compensation or any damages arising in connection or relating to the operations / activities of the part of the Licensee to be carried under the arrangements. The successful Bidder / Licensee undertakes to indemnify and keep indemnified the Licensor against any damages, compensation costs, charges or expenses arising out of any claims or proceedings relating to its operations / activities.

#### **15. FORCE MAJEURE**

If during the currency of Agreement / License Deed, there is any outbreak of war, fire, major floods, earthquake, riots (other than among the Licensee's employees) and similar other causes which whether financially or otherwise affects the execution of the Agreement / License Deed; the Licensee unless Agreement / License Deed is terminated under provision of this clause shall make his / her best efforts to complete the Agreement. However, after the outbreak of such war, SMVDCS shall be entitled to terminate the Agreement / License Deed at any time by giving notice in writing. *Force Majeure is hereby defined as a clause which is beyond the control of SMVDCS / Licensee and which consequently affects the performance of the Agreement / License Deed.*

#### **16. TERMINATION / REVOCATION OF AGREEMENT DEED**

- x. The Licensor shall have the right to terminate the license by giving one month prior notice in writing. In the event of termination / revocation of this deed, the Licensor shall be under no obligation to give any reason for his decision to put to an end the license granted. In the event of termination / revocation of the Agreement / License Deed, the Licensee agrees it shall have no claim of any nature / kind against the Licensor.
- y. The Licensee may surrender the licensed premises to the Licensor during the subsistence of license period by serving three months notice to the Licensor communicating his intention to surrender the premises. The Licensee will, however, be liable to pay license fee for

the period of notice even if he surrenders the premises before the expiry of 3 months. On receipt of notice / intimation from the Licensee of his intention to surrender the premises before the expiry of license as stated above, it shall be lawful for the Licensor to re-auction / allot the licensed premises to some other person / persons upon such surrender.

## **17. PENALTY**

- (i) The Licensor will be at liberty to treat the following reasons as violation of Agreement / License deed attracting monetary **penalty of Rs. 10,000/-** (Rupees Ten Thousand only) as per violation on the basis of complaint received and verified to be genuine by joint inspection by an authorized Officer or any Monitoring Committee to be authorized by Addl. Chief Executive Officer / CAO, SMVDNSH or its representative. In case of recurrence of such verified complain, an additional penalty of Rs. 10,000/- shall be imposed. If it is repeated for the third time, the license shall be revoked without any further notice:
  - a) Non-maintenance of hygiene & cleanliness in and around the allotted space.
  - b) Complaint about quality and quantity or violation of legal Metrology Rules, 2011.
  - c) Complaint about the misbehavior of the employees of the Licensee.
  - d) For non-wearing of proper uniform by the employees of the Licensee.
  - e) Non-maintenance of personal hygiene by the employees of the Licensee.
  - f) Non-availability of displayed items on the rate list not displayed or not legible.
  - g) Complaint with regard to overcharging.
  - h) Deliberate / Non- issuance of invoice to customer.
  - i) Improper disposal of waste generated from the licensed space.
  - j) Violation of any terms & conditions mentioned in the e-NIT / agreement deed.
  - k) Premises closed for more than four hours in a day.
  - l) The Licensee shall sell only those items which are mentioned in the e-NIT. The interpretation regarding nature and scope of items specified in the e-NIT shall vest only with the Licensor. If the Licensee found selling other items which are not mentioned in the e-NIT, all such items shall be confiscated. The confiscated items shall not be returned to the successful Bidder / Licensee and shall be put to open auction. In addition, penalty of Rs.15000/- shall be levied on the spot to the Licensee. If the Licensee repeat such act, the penalty amount shall be Rs. 25,000/- and similarly Rs. 40,000/- for third time. If such an act is repeated fourth time, the license/ agreement deed shall be cancelled and license fee deposited shall be forfeited. In addition, the Licensee shall be de-barred from participating in any of the SMVDCS tendering process for a period of 03 years.
- (ii) The Licensee shall ensure sale of fresh items and no stale or out-dated / expired item shall be allowed to be sold and, if found, the same shall be destroyed on spot and a **penalty of Rs. 10,000/-** shall be imposed.



## **18. ARBITRATION**

In case of any dispute arising between the parties to this e-tender and all matters connected therewith, both parties shall make every effort to resolve it amicably by direct informal negotiation. If, even after thirty days from the commencement of informal negotiation, the parties have not been able to resolve the dispute amicably, then such disputes / differences shall be resolved by Arbitration as per the Arbitration and Conciliation Act, 1996.

- a) Either party may request other of its intention that a dispute be submitted to Arbitration and both the parties shall meet within 15 days from the date of receipt of such request, to select a sole arbitrator mutually for the resolution of dispute and venue / seat of Arbitration shall be at Jammu.
- b) In the event that the parties cannot agree upon the selection of the sole Arbitrator, either party or both of the parties may move an application before the Hon'ble High Court at Jammu, under the Arbitration and Conciliation Act, 1996, for the appointment of sole Arbitration with seat /venue at Jammu for the resolution of disputes between the parties.

However, on failure of resolution of disputes through procedure elaborated above, the Courts at Katra / Reasi alone, shall have the jurisdiction with respect to subject matter of this e-tender.

**No:** SMVDIME/SHOP/806-II/171  
**Dated:** 30.05. 2025

**Sd/-**  
**(Dr. Yashpal Sharma)**  
**Chief Administrative Officer**

## **SCHEDULE-A**

### **PRE QUALIFICATION APPLICATION FORMAT**

| <b>S.No.</b> | <b>Particulars</b>  |   |  |
|--------------|---|---|--|
| <b>1</b>     | Name of the Proprietor / Partners / Directors   |   |  |
| <b>2</b>     | Copies of original documents defining the constitution or legal status, place of registration and principal place of business along with Address ,telephone number/contact / Mobile No).  | : |  |
| <b>3</b>     | Detail of Tender Fee  | : |  |
| <b>4</b>     | Detail of EMD   | : |  |
| <b>5</b>     | Financial turnover Certificate, year-wise, for the last three Financial Years <b>i.e. 2022-23 to 2024-25, duly certified by the Chartered Accountant</b>  | : |  |
| <b>6</b>     | Net-Worth Certificate year wise <b>i.e. FY: 2022-23 to 2024-25, duly certified by the Chartered Accountant</b>  | : |  |
| <b>7</b>     | Reports on the financial standing of the Bidder such as profit and loss statement, balance sheet for the last three Financial Years <b>i.e. 2022-23 to 2024-25</b> , duly certified by Chartered Accountant and supported with ITRs of the last three Financial Years | : |  |
| <b>8</b>     | Copy of PAN Card and GST registration certificate.  | : |  |
| <b>9</b>     | Copy of latest GST returns  | : |  |
| <b>10</b>    | Signed and Stamped Tender Document  |   |  |
| <b>11</b>    | Past experience, if any (Please enclose testimonials/ documentary evidence)   | : |  |

**Signature                      of                      Tenderer**

**Address**



Office of the Chief Administrative Officer  
Shri Mata Vaishno Devi Narayana Super Specialty Hospital

SCHEDULE-B

UN-PRICE BID

Name of the Tenderer: .....

Description of the premises for which tender filled: **Shop 2** (Confectionary and Fast Food Business or Vegetable and Fresh Juice/Shakes Shop)

E-NIT No.: .....

Dated: \_\_\_\_ .06. 2025

**Detail of Tender Fee:**

a) UTR No. .... date..... Amount.....

**Detail of EMD:**

For Shop No.....CDR/FDR/TDR No.....,Amount:.....

Date:....., Bank....., Branch.....

To

The Chief Executive Officer,  
Shri Mata Vaishno Devi Shrine Board, Katra.

Sir,  
I, ..... S/o Sh. .... r/o  
..... hereby submit my Tender for the above mentioned shop for an  
amount of:-

| Minimum Reserved Bid for two years (Rs.) | Bid Amount (Inclusive of 18%GST) | Total amount with Taxes in figures (Rs.) | Total amount with Taxes in words (Rs.) |
|--|----------------------------------|--|--|
| 2,40,000/-                               | XXXXXXXXXXXX                     | XXXXXXXXXXXX                             | XXXXXXXXXXXX                           |

(In the event of any difference between figures and words, the amount indicated in words shall prevail.)

I further affirm that I have read and fully understood the tender notice and agree to abide by all the terms and conditions laid therein.

If the use of the above shop is authorized in my favour, the tendered amount will be deposited by the undersigned partly before execution of the license deed and the balance amount as prescribed in the terms and conditions of the tender notice. In case, I fail to do so, I will forfeit my right to continue my business in the shop and the earnest money pledged to the **SMVDCS**.

After my offer is accepted, I will execute a formal license deed with the Shrine **SMVDCS** within the period prescribed by the **SMVDCS** and that I shall also be bound by all such terms and conditions laid therein. If I contravene any of the conditions of the License Deed, I will forfeit my right to continue my business in the shop and the earnest money pledged to the **SMVDCS**.

Signature: \_\_\_\_\_  
Name \_\_\_\_\_ (Capital Letters)  
S/o Shri: \_\_\_\_\_  
R/o \_\_\_\_\_