



Office of the Chief Administrative Officer,
SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE
(An Institute established by Shri Mata Vaishno Devi Shrine Board, Katra)
KAKRYAL, KATRA-182320

NOTICE INVITING TENDER

For and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board (SMVDSB), Katra, J&K, sealed tenders on the prescribed format affixed with Revenue Stamps worth Rs. 6/- are invited from the eligible Individuals / Firms / Organizations desirous of enjoying the user status of below mentioned shops located in the Shopping Complex at SMVDIME, Kakryal, Katra owned by Shri Mata Vaishno Devi Institute of Medical Excellence (SMVDIME); an institute established by SMVDSB. The usage of shop(s) shall be allowed to the successful tenderer on “as is where is” and “**Leave and License**” basis (under the actual possessory control of SMVDIME) for a period of three years for carrying out the approved business activity detailed below and in the Annexure-I to this N.I.T.:

Shop No. / Description of Business Activity	Period	Earnest money	Reserved bid
Shop No. 01 - Stationery Shop	03 years	Rs. 20,000/-	Rs. 3.60 Lakh
Shop No. 02 - Dry Cleaning	03 years	Rs. 20,000/	Rs. 3.60 Lakh
Shop No. 03 - Dairy / Ice Cream Shop	03 years	Rs. 20,000/	Rs. 3.60 Lakh
Shop No. 04 & 05 (cluster of two shops) - Food Court	03 years	Rs. 40,000/	Rs. 7.20 Lakh
Shop No. 06, 07, 08 & 09 (cluster of four shops) - Super Bazar	03 years	Rs. 80,000/	Rs. 14.40 Lakh
Shop No. 13 - Unisex Saloon	03 years	Rs. 20,000/	Rs. 3.60 Lakh
Shop No. 14 - Gents Tailoring / Boutique	03 years	Rs. 20,000/	Rs. 3.60 Lakh
Shop No. 15 & 16 (cluster of two shops) - Creche / Gaming Zone / Toy Shop	03 years	Rs. 40,000/	Rs. 7.20 Lakh
Shop No. 17 & 18 (cluster of two shops) - Gym. / Health Club	03 years	Rs. 40,000/	Rs. 7.20 Lakh

The tender documents containing detailed terms and conditions can be obtained from the office of the **Chief Administrative Officer, SMVDIME, Kakryal, Katra, Jammu & Kashmir** on all working days from **10:00 hrs. to 17:00 hrs** against non-refundable payment of **₹ 500 (Rupees five hundred only)** in the form of demand draft of any scheduled bank drawn in favour of Accounts Officer, SMVDIME, Kakryal. The tender document can also be downloaded from the website: www.maavaishnodevi.org. The cost of tender document in the shape of Demand Draft must accompany the downloaded Tender document. **The last date / time for submission of tender (s) in the office of Chief Administrative Officer, SMVDIME, Kakryal, Katra shall be 23.06.2017 till 15:00 hrs.**

Sd/-
Brig (Dr) M.M. Harjai,
Chief Administrative Officer,
Shri Mata Vaishno Devi Institute of Medical Excellence

No.: SMVDIME/Shop/806/331
Dated: 31.05.2017



**Detailed terms and conditions in respect of Tender Notice Issued under
No.: SMVDIME/Shop/806/331 Dated: 31.05.2017**

1. Sealed tenders on the prescribed format and affixed with Revenue Stamps worth Rs. 6/- are invited on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Katra, J&K from the eligible Individuals / Firms / Organizations desirous of enjoying user status of various shops located in the Shopping Complex at SMVDIME, Kakryal, Katra. The shop owned by Shri Mata Vaishno Devi Institute of Medical Excellence (SMVDIME); an institute established by SMVDSB shall be allotted on **“as is where is basis”** and **“Leave and License”** basis for a period of three years, under the actual possessory control of SMVDIME, for carrying out the approved business activity as indicated in Annexure- I.
2. The tenderer shall submit his/her offer in two parts i.e. Part -1 containing **Pre- qualification Bid in Schedule–A** & Part-2 containing **Financial Bid in Schedule-B**, separately for each shop. Part -1 (technical bid) indicating all relevant details, with supporting documents, Earnest Money Deposit for the prescribed amount, the background of the firm / organization / individual shall be sealed in **First Cover**. The Part-2 (Financial Bid) shall be sealed in the **Second Cover**. Both the covers sealed independently shall then be sealed together in a **Third Cover**, on the outer body of which, the following words shall be superscribed: -

“Tender for Shop No. ____ of Shopping Complex at SMVDIME”
3. **Separate envelops shall be used for each shop (in case competing for more than one shop).**
4. The tenderer shall also put his / her signatures and specify in capital letters ‘Name with Parentage’ and his / her complete postal address. A signed copy of the tender form and the terms and conditions shall also be attached to the bid of the tenderer in token of acceptance of the T&C. In the ‘Financial Bid’, the tenderer must clearly specify in figures and words, the amount of bid, which the tenderer (licensee) offers to pay to the licensor (SMVDIME) as license fee.
5. Any offer below the reserved bid prescribed for the premises will not be considered.
6. The successful tenderer will be required to accept all the terms and conditions of the NIT and enter into an agreement with SMVDIME within 15 days from the date of communication of acceptance of the bid.



7. The CDR of the successful bidder shall be retained and refunded /adjusted only after the end of the satisfactory completion of the License Period. The CDRs of the unsuccessful tenderers shall be released after finalization of the Tender Process.
8. **Eligibility Criteria:**
 - a) The tenderer must have sound financial background. The tenderer must have minimum annual turnover of Rs. 25.00 lac in any one of the last three Financial Years. At the time of tendering, he shall have to submit bank statements / Income Tax returns for the last three years alongwith balance sheets and profit and loss accounts for the last three years.
 - b) The tender must be in possession of PAN No. / TIN No. / Service Tax Registration Number (as applicable to each shop). The copies of PAN / Service Tax / TIN No. shall be required to be attached to the Tender.
9. The Financial Bids (of eligible tenderers only) shall be opened after evaluation of Pre-qualification bids. The date for opening of Financial Bids shall be communicated to such tenderers who are found eligible in the Pre-qualification stage.
10. **The tenderer has to deposit the amount as indicated in the tender notice in the shape of Call Deposit Receipt (CDR) in the name of Account Officer, SMVDIME, Kakryal or TDR pledged to the Accounts Officer, SMVDIME, to serve as 'Earnest Money Deposit (EMD)'. Any tender received without the EMD shall not be considered.**
11. All offers must be sent through registered letter / reputed courier service or be put in the sealed tender box in such a manner so as to ensure its receipt in the SMVDIME office latest by the date and hour prescribed for submission of tenders. Any tender received through any means after the stipulated time / date shall not be accepted.
12. Any offer /bid submitted against this NIT should remain valid for duration of not less than 60 days.
13. The licensee or any person (s) engaged by him shall neither be provided nor permitted to establish any accommodation in the allotted premises for accommodating guests / family. Similarly, no outsider shall be allowed to stay in the allotted shop premises.
14. The SMVDIME reserves the absolute right not to accept or reject any tender / offer at any stage of the tendering process, without having to assign any reason(s) thereof to the tenderer.



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15. If the tenderer is already a defaulter, owes by himself/herself or by proxy or on behalf of any other person, any money / dues in any connection whatsoever to the SMVDSB or SMVDIME, his/her tender shall not be considered unless he / she clears his / her outstanding as determined by Shrine Board / SMVDIME before the submission of tender.
16. Tenderer should not be a party already debarred by SMVDSB (or any other Govt. /Semi-Govt./ Defence Establishment). The tenderer shall self-certify in this regard.
17. The licensee shall have no right to make any addition, alteration, improvement, change or even affect any repair in the premises in question without the express approval of SMVDIME in writing. Violation of this provision may attract termination of the contract.
18. The successful tenderer shall have to deposit 50% of the bid amount and a Bank guarantee or CDR or TDR in respect of payment of balance 50% of the bid amount, within 15 days from the date of acceptance of tender and before the execution of the license deed. The mere acceptance of tender without the initial payment of 50% of the bid amount and furnishing of bank guarantee or CDR or TDR, shall confer 'no right' upon the tenderer to seek usage of the shop in reference. The successful tenderer shall be permitted to use the shop only upon payment of 50% of the bid amount, furnishing of bank guarantee or CDR or TDR for payment of balance 50% of the bid amount and execution of the License Agreement.
19. In case the successful tenderer fails to deposit 50% of the bid amount along with furnishing of bank guarantee or CDR or TDR for payment of balance 50% of the bid amount, within the stipulated period, his/her Earnest Money shall stand forfeited without any further notice in favour of SMVDIME and such a case, the SMVDIME shall be at liberty to re-tender the premises. Further, the defaulter (the bidder) shall be debarred from participating in the future Shrine Board's tenders for next five years. On account of any delay by the bidder, the decision to allow the usage of premises by the successful bidder shall solely lie with the SMVDIME. In the event of late payment of licensee fee, if the usage of the shop in reference is still allowed by the Shrine SMVDIME, the successful bidder/licensee shall have to deposit the license fee amount alongwith 18% interest on the amount due, calculated over the period of delay.
20. Further, in case of any delay in execution of license agreement deed beyond 15 days of issuance of letter of acceptance, in addition to above provision the deed so executed subsequently shall have effect from the date of expiry of 15 days of issuance of letter of acceptance to the successful bidder.



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21. The balance amount of 50% shall be payable in single installment immediately after the completion of 12 months from the date of execution of the License Deed, and in case the same is not paid, the Bank Guarantee/CDR/TDR furnished at the time of signing of the Licence Deed shall be invoked and proceeds thereof realized against the balance license fee/ bid amount by SMVDIME. Such an eventuality may also be treated as violation of the deed and action may be initiated to invoke the license deed and vacation of the licensed shop.
22. The SMVDIME is authorized to revoke the license deed in case any condition of the NIT is violated, and in that case the licensee shall not continue his / her business in the shop and shall remove his / her belongings without any demur or objection.
23. The period of license will commence from stipulated date and shall expire after a period of three years from that date.
24. On expiry of the period of license, i.e. three years from the date of the signing of license deed, the license granted in favour of the licensee shall be deemed to have been revoked and the licensee shall remove his/her belongings without any demur and voluntarily surrender the use and enjoyment of the licensed premises forthwith. He / She shall vacate the licensed premises forthwith and handover the vacant physical possession of the same to the licensor. In the event of failure of the licensee to vacate the licensed shop, it shall be lawful for the licensor to enter the property and take over the licensed premises thereof from the licensee to which the licensee shall not have any objection. 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.
25. If any tenderer is found; even at a subsequent stage, involved in any fraudulent practice of putting a tender in the name of his/her employee/ relative/any other person, the license, even if already granted, will be revoked / cancelled.
26. The licensee shall not sublet the licensed premises or any part thereof to anyone else.
27. The licensee shall sell only those articles, which have been allowed by the SMVDIME for sale from the licensed shop and at such rates as may be fixed from time to time by the Competent Authority of SMVDIME.
28. The licensee shall exhibit conspicuously the approved rate list in bold letters in a glass frame at the premises.



29. The licensee shall have to compulsorily keep his/her shop open on all days during the license period and during such hours of each day, as may be specified by the SMVDIME authorities from time to time (keeping due regard to the Laws in vogue). Failing to abide by this condition may result in invoking of penalty by the licensor and / or termination of the License Deed.
30. The SMVDIME will not be held responsible for any loss or damage due to any natural calamity which may affect the business of the Licensee.
31. After the tender is approved, the successful tenderer shall have to execute a formal **agreement** deed with the SMVDIME in which all the terms and conditions of the license shall be incorporated, and the licensee shall be bound by all such terms and conditions. The conditions in this tender notice are subject to variations and modifications, which shall also be incorporated in aforesaid **agreement** deed and only after signing of the said agreement shall the licensee be allowed to start his / her business in the shop in question.
32. After the expiry of the prescribed license period, the licensee shall cease to have any right whatsoever in the shop in question.
33. The licensee's right shall be limited to making representation for any purpose to the SMVDIME, if and when such need arises. Further, in case of licensee indulging in any activity against the Shrine Board / SMVDIME, his / her license shall be terminated.
34. It shall be the responsibility of the Licensee to maintain absolute cleanliness inside and (immediate) outside of the licensed shop and to abide by all restrictions imposed and orders issued by the SMVDIME from time to time. Failure of the licensee in this regard shall entail suitable penalty at the discretion of the licensor.
35. The licensee has to restrict his entire business activity within the shop space allotted to him and he / she shall not be allowed to expand his activities outside the allotted premises. Any violation in this regard shall entail stringent penalty.
36. The tenderer shall take appropriate fire safety measures under the directions of qualified fire tenderer and the tenderer may be asked to submit 06 monthly fire safety audit report from the concerned agency. Further, the tenderer shall ensure to address all fire vulnerabilities such as loose wires / socket in the premises, etc., which can cause fire incident. Failure to adhere to this clause shall attract appropriate penalty at the discretion of the licensor.



37. The SMVDIME shall merely provide a functional edifice in the shape of vacant space for carrying out the approved business activity on “as is where is basis” with water and electricity connection. However, the licensee shall be liable to bear the recurring expense on account of electricity consumption at the Government’s rate applicable from time to time during the currency of the license deed (as per the reading of the energy meter to be got installed by the licensor at the expense of the licensee). Further, the internal furnishing of the shop / air conditioning (optional) shall be in the scope of the licensee.
38. The nomenclature of business to be operated from the licensed premises will be finalized only in consultation with the SMVDIME and name so fixed will not in any way be associated with the words “**SHRINE BOARD/ SMVDIME / NARAYANA**”.
39. The licensed premises shall be subject to inspection by any authorized officer of the Shrine Board / SMVDIME, at any time during the License period.
40. The SMVDIME reserves its right to authorize any other licensee to carry out the same or similar business activity in the vicinity of the shop tendered for. It also reserves the right to carry out same or similar business itself.
41. **Penalty:** In the event of failure to adhere to the terms and conditions of space allotment / license deed, the CEO, SMVDSB or any authorized Officer may; at its sole discretion impose penalty as per the following detail (in addition to the penalties mentioned elsewhere in this document):
 - i) First complaint of any nature - Upto Rs. 500/-
 - ii) 2nd complaint of same nature - upto Rs. 1000/-
 - iii) 3rd complaints of same nature - Upto Rs. 2500/-
 - iv) 4th Complaint of same nature - Upto Rs. 5000/- and a written warning
 - v) 5th complaint of same nature - Termination of license
42. If the licensee fails to abide by any of the terms and conditions of this tender, his/her license deed shall be revoked and his/her Call Deposit Receipt shall be forfeited in favour of the SMVDIME and the SMVDIME will have the right to re-tender the premises. In such case, the deficit; if any will be recoverable from the (1st) licensee.
43. In case of any non-coherence of any condition or contradiction between any two conditions of the N.I.T., the interpretation of the Chief Executive Officer, SMVDSB shall be final and binding upon the tenderer.



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44. All disputes and differences between the parties hereto pertaining to or arising out of this agreement and all matters connected therewith shall be referred to the arbitration of a person to be nominated / appointed by the Chief Executive Officer of Shri Mata Vaishno Devi Shrine Board whose decision shall be final and binding upon the parties.

Any of the parties (Licensor / Licensee) may apply to the Chief Executive Officer, SMVDSB for the appointment of an Arbitrator in the event of any dispute / difference. On receipt of such request, it shall be lawful for Chief Executive Officer to appoint an arbitrator to adjudicate upon the disputes / differences. The arbitrator so appointed shall enter upon the reference and decide the disputes in accordance with J&K Arbitration and Conciliation Act 1997. The 'Place' of Arbitration shall be at Jammu.

45. The Courts at Katra/Reasi/Jammu alone shall have jurisdiction to decide upon the dispute between the parties.

**Sd/-
Brig (Dr.) M.M. Harjai,
Chief Administrative Officer, SMVDIME**



SCHEDULE-A

PRE QUALIFICATION APPLICATION FORMAT

S. No.	Particulars /Criterion		
1	Name of the Individual / Firm / Organization with Address (telephone number/contact Mobile No) along with brief description of tenderer's background.	:	
2	Details of Registration No, if any.		
3	Name of the Proprietor / Partners / Directors together with technical qualification	:	
4	Past experience in the field (Please enclose testimonials/ documentary evidence)	:	
5	Annual turnover during the last three years as per audited balance sheet, a copy whereof to be enclosed.	:	
6	(a) PAN & and copy of latest Income Tax Assessment order (b) Service Tax Registration No./ TIN No.: (copy to be enclosed)	: :	 _____
7	Proof of Sales Tax / ESI registrations, if any and the registration numbers thereof. (Copy of latest assessment order to be enclosed)	:	
8	Proof of adequate financial resource (over draft / credit line, letter from bank).	:	

[Signature of Tenderer]



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9	Name , Addresses, Tel. / Mobile Nos. of two referee Institutions	:	a) b)
10	Detail of Security Deposit / EMD	:	
11	List of similar shops of any Govt. / Semi-Govt. or other organization presently being run, with their location, validity of contract etc., if any.	:	
12	Does the tenderer owe by himself or by proxy or on behalf of any other person any money/ dues in connection with what so ever to the Shrine Board / SMVDIME.		

Signature of Tenderer _____

Address _____



SCHEDULE -B

NIT No.: : SMVDIME / _____
Dated: _____

Name of the Tenderer : _____

Shop No. ___/ Business : Shop. No. _____ at Shopping Complex, SMVDIME,
Kakryal (_____ Shop)

Amount of C.D.R. with :
number and date:

To
The Chief Administrative Officer,
Shri Mata Vaishno Devi Institute
of Medical Excellence, Kakryal, Katra.

Sir,
I, _____ S/O Sh. _____
R/o _____ hereby submit my tender for the
above mentioned shop for an amount of **Rs. _____ (in Figures)**
Rupees _____ (in words).

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 SMVDIME.

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

Signature: _____
Name: _____
(in Capital Letters)

S/o Shri: _____
R/o: _____



Annexure-I

Approved Business activity / Items approved for selling

1. The tenderer shall be allowed to carry out only the following approved activity from the licensed shop:

S. No.	Shop No.	Business Activity Allowed
1.	Shop No. 01	Stationery Shop
2.	Shop No. 02	Dry Cleaning
3.	Shop No. 03	Dairy / Ice Cream Shop
4.	Shop No. 04 & 05 (cluster of two shops)	Food Court
5.	Shop No. 06, 07, 08 & 09 (cluster of four shops)	Super Bazar
6.	Shop No. 13	Unisex Saloon
7.	Shop No. 14	Gents Tailoring / Boutique
8.	Shop No. 15 & 16 (cluster of two shops)	Creche / Gaming Zone / Toy Shop
9.	Shop No. 17 & 18 (cluster of two shops)	Gym. / Health Club

2. In respect of licensed shops where selling of products is involved, the licensee shall be required to sell only good quality / branded products from his premises. No sub-standard products shall be allowed to be sold. Similarly in case where the licensee is required to render any service (s), he / she has to ensure that the standards of 'services' rendered are 'very high'. The Licensor shall remain quite sensitive to the quality of products sold / standards of the service(s) rendered and the same shall be subject to frequent check by the Chief Administrative Officer, SMVDIME. In case of any deficiency on this account, the Licensor may; at his discretion, impose deterrent penalty as per the provisions of the NIT.
3. The license shall, before the start of his business activity, submit a list of items intended to be sold / services intended to be rendered from the licensed premises alongwith the proposed price (to be approved by the licensor).
4. **No licensee shall be allowed to sell any non-vegetarian product / eggs / any alcoholic product from the licensed shop (s). Similarly the sale of tobacco or tobacco products shall also not be permitted.** Any complaint w.r.t. selling of an un-approved item or of over-charging in respect of products / services shall be dealt with by the Licensor by imposing suitable deterrent penalty at its sole discretion.



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5. In case of a difference of opinion as to whether a particular product / service can be sold / rendered from the licensed premise, treating it as a component of the approved business activity, the interpretation of the Licensor shall be treated as final and binding upon the licensee.
6. Any addition of a service or a product / change of rate shall be under expressed written permission of the Licensor.

Sd/-
Brig (Dr.) M.M. Harjai,
Chief Administrative Officer, SMVDIME