



SHRI MATA VAISHNO DEVI SHRINE BOARD, KATRA

TENDER DOCUMENT

FOR

**Allotment of Shop No. 17 at
Adhkuwari (Halwai Shop)**

e-NIT No.: CO/Adm/864-II/4193

DATED: 21.01.2025

Last Date for submission of e-Tender : 04.02.2025

upto 2:00 PM

Address: Central Office, Shri Mata Vaishno Devi Shrine Board, Katra (J&K) –
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Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra

e-Tenders on prescribed format are invited on behalf of Shri Mata Vaishno Devi Shrine Board, through Chief Executive Officer, SMVDSB, under two Bids System from the eligible Individual/ Firms / Agencies / Organizations desirous of participating in the e-Bid process of the SMVDSB regarding **Allotment of Shop No. 17, (Halwai Shop) at Adhkuwari** on “as is where is basis” and “Leave & License basis” for a period of two years (extendable for one (01) year on terms & conditions) for the **Sale of items** as indicated at **Annexure-I**:

Shop No	Business	Period	Earnest money 5%	Reserved bid	Description of premises	
17 at Adhkuwari	Halwai	Two years (extendable for 01 year on terms & conditions)	Rs. 20,81,000/-	4,16,20,000/-	Track Level	1047 sft
					-1st level	378 sft
					Toilet / Washroom	49 sft
					Room	69 sft
					Room	110 sft
					2 nd Level	663 sft
					3 rd Level Kitchen	432 sft
					Total	2748 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 website 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 FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra and Tender Fee of Rs. 500/- must be deposited in the official bank account of Shri Mata Vaishno Devi Shrine Board, Branch – **ICICI Bank, Katra, Account No. 026601000001, IFSC – ICIC0001408** or it can be in the shape of Demand Draft (DD) in favour of **CAO/CEO, SMVDSB payable at Katra**. The bidder shall mention EMD detail and UTR No. in the prescribed Technical Bid Form at **Schedule-‘B’**.

The complete bidding process will be done online on e-Tender portal 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: CO/Adm/864-II/4193
Dated: 21.01.2025

Sd/-
(Satish Kumar Sharma), JKAS
Joint Chief Executive 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 & www.maavaishnodevi.org.
- ii.** To participate in bidding process, bidders 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 (DSC) Digital Signature Certificates, 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 SMVDSB 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 at 100 DPI (Dots per Inch) resolutions with Black and White, PDF \ Scan properly.
- 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.

2. **TENDER SCHEDULE**

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

Publishing Date	21.01. 2025
Download Start Date	21.01.2025
Bid Submission start Date	21.01.2025
Bid submission End Date (Online)/ (Hardcopies)	04.02.2025
Date of Opening of Technical Bid (Online)	06.02.2025

- 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. SMVDSB 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 Central Office, SMVDSB, Katra within a week's time from the last date of bids submission.**

3. **TECHNICAL ELIGIBILITY CRITERIA**

- i. The bidder must have sound financial background. The **Average Annual Financial Turnover** of the Bidder during the last **03 consecutive Financial Years** ending 31st March of the previous financial year (**i.e. 2021-22, 2022-23 & 2023-24**), should be at least **Rs. 2,08,10,000/-**.
- ii. Net worth of the bidder during the last 03 consecutive Financial Years ending 31st March of the previous financial year (i.e. 2021-22, 2022-23 & 2023-24) should be positive. **The bidder shall furnish a proof of positive Net-worth certificate duly certified by the Chartered Accountant.**

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 copies of the following as per Schedule -A:

- i. Proof of Tender document, fee and EMD deposited with the SMVDSB.
- ii. Copies of original documents defining the constitution or legal status,

- place of registration and principal place of business.
- iii. Financial turnover Certificate, year-wise, for the last three Financial Years **i.e. 2021-22 to 2023-24, duly certified by the Chartered Accountant.**
 - iv. Net-Worth Certificate, year wise **i.e. for FY 2021-22 to FY 2023-24, duly certified by the Chartered Accountant.**
 - v. Copy of PAN Card and GST registration certificate
 - vi. Copy of latest GST returns.
 - vii. Reports on the financial standing of the bidder such as profit and loss statement, balance sheet for the last three Financial Years **i.e. i. e. 2021-22 to 2023-24**, duly certified by Chartered Accountant and supported with ITRs of the last three Financial Years.
 - viii. Signed and Stamped copy of Tender document (all pages) in respect of acceptance of all terms and conditions of e-NIT.

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 Bids 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

- i. The e-tender should be superscribed with the number, name and location of the premises tendered for.
- ii. The bidder should clearly specify in figures and words the location and number of shop, intended to be used and the amount of bid, which the bidder is prepared to pay. Offer below the reserved bid prescribed for premises shall not be considered. The tenderer shall put his / her signature and specify in the capital letters name alongwith parentage with his / her complete postal address on the tender form and the terms and conditions attached thereto.
- iii. Tender without copy of requisite tender document fee and in deficient of any conditions of e-NIT or submitted incomplete in any respect is liable to be rejected.
- iv. Conditional Tenders shall not be accepted and shall be outrightly rejected.
- v. The Tender Document Fee is non-refundable.

- vi. Each Bidder shall have to submit only one Tender, submission of any additional Tender shall invite disqualification.
- vii. 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, SMVDSB 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.
- viii. 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, financial failures / weaknesses etc.
- ix. 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 SMVDSB tender process.
- x. SMVDSB 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.
- xi. 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.
- xii. The Shrine Board reserves its absolute right to reject any tender / offer at any stage before execution of License Deed without assigning any reason.
- xiii. All defaulters of Shrine Board in any capacity are debarred from participating in bid unless he/she clears the outstanding liabilities as determined by Shrine Board.
- xiv. 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

- i. 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 FA/Chief Accounts Officer, SMVDSB, Katra.
- ii. 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.
- iii. Bid securities of the unsuccessful bidders shall be returned / released at the earliest after the expiry of the final bid validity period and latest by the **30th**

day after the completion of tendering process.

- iv. Bid security of successful bidder shall be retained and refunded /adjusted towards the security deposit. The security deposit of the successful bidder / licensee shall be released at the end of expiry of the agreement / license deed **on receipt of satisfactory performance report from the concerned Area Head, Accounts Section and after obtaining NOC from the JKPDD & Jal Shakti Department by the licensee.**

7. PAYMENT CONDITIONS FOR THE SUCCESSFUL BIDDER

- i. All the payments pertaining to the bid shall be made through RTGS in the Shrine Board's Official Bank **Account No. 026601000001, IFSC – ICIC0001408** and the Highest Bidder (HB-1) shall submit the UTN (Unique Transaction Number) to the Shrine Board.
- ii. The successful bidder shall have to deposit 50% of the bid amount within 15 (fifteen) days from the date of issuance of Letter of Award (LOA). However, an extension upto a period of maximum 10 days may be granted to HB-1, over & above 15 days for depositing the same with a penal interest @ 24% per annum with the approval of competent authority. The time window for payment shall freeze on 25th day from the date of issuance of LOA, failing which:
 - a. The allotment shall be cancelled;
 - b. Security Deposit shall be forfeited and;
 - c. HB-1 shall be debarred from participating in the tendering process of SMVDSB for consecutive 3 years.
- iii. The commencement of the two years period of allotment shall start from the **21st day of issuance of LOA**, subject to the condition that 50% of the bid amount is deposited within 15 days from the date of issuance of LOA. In case, the successful bidder to whom LOA has been issued seeks extension within prescribed period of time to deposit 50% of bid amount in that case period of two years would commence from the 31st day of issuance of LOA.

iv. PAYMENT OF BALANCE 50% OF THE BID AMOUNT

The successful bidder / licensee can exercise any of the following options for depositing the remaining 50% of the bid amount for 2nd year:

a. Bank Guarantee Mode:

Bank Guarantee pledged to FA/Chief Accounts Officer, SMVDSB, Katra, equivalent to 50% of the remaining bid amount for 2nd year shall have to be deposited with Shrine Board which shall be encashed / forfeited if the firm fails to deposit 50% of balance bid amount at the end of the first year of operation of shop. Bank Guarantee valid for 13 months shall be deposited within 60 days from the date of issuance of Letter of Award. However, a lump sum penalty (availing 15 days cushioning period) of Rs. 20,000/- shall be imposed for depositing BG beyond 60 days upto maximum of 75 days from the date of issuance of LOA failing which Agreement / License Deed shall be cancelled, the deposited amount of first installment along with

Security Deposit shall be forfeited and the licensee shall have to remove all its belonging from the licensed premises, immediately thereafter.

OR

b. Equated Quarterly Installment (EQI) Mode

The total amount of license fee for the 2nd year shall be paid in four equated installments on quarterly basis each to be paid at the end of every quarter starting from the date of operation of shop as per the License Deed and following mentioned schedule:

Schedule of EQI for 2 nd year license fee		Remarks
Installment No.	Due to be cleared upto	
1 st installment	3 months from the commencement of operation as per License Deed.	Extension beyond the due date shall be granted upto the end of 6 months with interest @24% p.a for each day of delay.
2 nd installment	6 months from the commencement of operation as per License Deed.	Payment due for the first two installments to be cleared upto 6 months from the commencement of the operation as per License Deed and no extension shall be allowed thereafter.
3 rd installment	9 months from the commencement of operation as per License Deed.	Extension beyond the due date shall be granted upto the end of 12 months with interest @24% p.a for each day of delay.
4 th installment	12 months from the commencement of operation as per License Deed.	Payment due for the last two installments to be cleared by the end of the 1 st year of the commencement of the operations as per License Deed and no extension shall be allowed thereafter.

v. All payments due for the first two installments for the license fee corresponding to the 2nd year, including penal interest if any, shall have to be cleared latest by end of the 6 months of 1st year of operation of License Deed. Similarly, all payments due for the last two installments including penal interest, if any shall have to be cleared latest by end of the 1st year of operation of License Deed. No exemption shall be allowed after the expiry of the time period as elaborated in the table above and licensee shall be liable for the following:

a. Revocation of the License Deed and licensee shall have to remove all his/her belongings, immediately thereafter from the end of 6 months /1 year accordingly.

- b. Forfeiture of bid amount / installments deposited with the SMVDSB as well as Security Deposit.
- c. The licensee shall be debarred from participation in Shrine Board's future NITs for a period of 3 years consecutively.

8. AGREEMENT / LICENSE DEED

Agreement / License deed between the Successful bidder and SMVDSB shall be executed within 21 days or 31 days of issuance of LOA, as the case may be. However, this is subject to fulfillment of preconditions i.e. deposition of 50% bid amount.

9. Payment condition for 3rd year (if license period extended)

- i. The license deed / agreement can be extended for 01 (One) more year subject to satisfactory performance of the bidder / licensee and after receiving request of the licensee at least 45 days prior to the expiry of 2nd year of license period.
- ii. The license fee shall be enhanced at the rate of 10% of One year license period and the same shall be deposited by the licensee in advance before the start of 3rd year license period.

10. 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 SDM, Bhawan / Incharge, Adhkuwari on bi-annual basis.
- ii. The successful bidder / licensee shall sell items of standard quality / brand only and no sub-standard item shall be sold.
- iii. 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 Annexure-I to the e-NIT.
- iv. 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 SMVDSB, Central Office, Katra which shall be considered at the time of the agreement.
- v. The successful bidder / licensee shall ensure adequate availability of all the items offered throughout the agreement / license deed period.
- vi. That the successful bidder / licensee shall take appropriate **fire safety measures** under the directions of qualified fire tenderer. The premises shall put to Fire Safety Audit bi-annually through qualified agency. This report should be shared with SDM, Bhawan and Incharge, Adhkuwari biannually.
- vii. The successful bidder / licensee shall ensure that there are no loose wires / socket in the premises, which can cause fire incident.

- viii. Violation of any condition of this e-NIT including special conditions shall attract termination of the agreement / license deed.
- ix. All the above conditions will form part of the agreement / license deed.
- x. Un-Price Bid duly signed and stamped as enclosed at **Schedule – B** to be scanned and upload along with other documents.

11. OTHER CONDITIONS

- i. **The successful bidder / licensee shall sell only such items as are mentioned in Annexure-I 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 **Annexure-I** shall vest only with the Licensor (**SMVDSB**).
- ii. All the billing shall have to be done through the **Cash Register Machines / Billing Machine**. The successful bidder / licensee at all times shall ensure that cash registrex invoice is issued without fail to each and every customer.
- iii. The Licensor (**SMVDSB**), 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

- viii. 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 Shrine Board 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 Shrine Board forthwith.
- ix. The successful bidder / licensee shall have to **keep his / her shop open round the clock (24x7)** during the period of license and successful bidder / licensee cannot close the shop by putting his / her lock failing which license shall be liable to be cancelled/ revoked. In case for any reason, shop requires to be closed, then in that eventually, licensee will intimate the licensor who will put its lock because during license period, the possession is deemed to be of licensor.
- x. 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.
- xi. 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.
- xii. 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, payment of **CPF / EPF**, etc. It further binds itself to indemnify the licensor for any loss or violation of law.
- xiii. It shall be obligatory on the part of the successful bidder / licensee to arrange and serve the items as mentioned in Annexure-I. **The successful bidder / licensee and his team shall ensure that usage of onion and garlic is completely prohibited to maintain the religious sanctity of the Shrine and its surrounding area.**
- xiv. That successful bidder / licensee shall protect the property of the Licensor from any consequential damage.
- xv. The successful bidder / licensee shall provide uniform to all its employees deployed in the shop.
- xvi. The successful bidder / licensee and his employees shall not misbehave with any customer, pilgrim or official of the Board and their behavior should always be cordial to all.
- xvii. 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.
- xviii. 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.

- xix.** That the nomenclature of the premises so allotted shall only be finalized in consultation with Shrine Board and the **name should not be with suffixed / prefixed "SHRINE BOARD" even remotely.**
- xx.** The successful bidder / licensee shall surrender the user of the shop to the Shrine Board 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.
- xxi.** That the successful bidder / licensee shall abide by all restrictions imposed and orders issued by the Shrine Board from time to time including the type of fuel to be used, electric, lighting and general cleanliness etc.
- xxii.** 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.
- xxiii.** **Shrine Board 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.**

12. 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.

13. 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, Shri Mata Vaishno Devi Shrine Board 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 SMVDSB / Licensee and which consequently affects the performance of the Agreement / License Deed.*

14. TERMINATION / REVOCATION OF AGREEMENT DEED

- i. 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.
- ii. 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.

15. 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 from the pilgrim (s) and verified to be genuine by joint inspection by an officer to be authorized by Chief Executive Officer / Addl. Chief Executive Officer 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.
- ii. 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 Shrine Board tendering process for a period of 03 years.
- iii. 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.

16. ARBITRATION

Any of the parties may apply to the Chief Executive Officer of Shri Mata Vaishno Devi Shrine Board for the appointment of the Arbitrator in the event of any dispute/difference. On receipt of such request, it shall be lawful for the Chief Executive Officer to appoint an Arbitrator to adjudicate upon the dispute/differences. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration & Conciliation Act, 1996. Place of arbitration shall be Jammu.

17. JURISDICTION

The Courts at Katra / Reasi alone shall have the jurisdiction with respect to the subject matter of the Contract.

No: CO/Adm/864-II/4193
Dated: 21.01. 2025

Sd/-
(Satish Kumar Sharma), JKAS
Joint Chief Executive Officer

PRE QUALIFICATION APPLICATION FORMAT
Shop No. 17. (Halwai Shop) at Adhkuwari

Mandatory (1 -10)

S.No.	Particulars		
1	Name of the Proprietor / Partners / Directors		
2	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).	:	
3	Detail of Tender Fee	:	
4	Detail of EMD	:	
5	Financial turnover Certificate, year-wise, for the last three Financial Years i.e. 2021-22 to 2023-24, duly certified by the Chartered Accountant	:	
6	Net-Worth Certificate year wise i.e. FY: 2021-22 to 2023-24, duly certified by the Chartered Accountant	:	
7	Reports on the financial standing of the bidder such as profit and loss statement, balance sheet for the last three Financial Years i.e. 2021-22 to 2023-24 , duly certified by Chartered Accountant and supported with ITRs of the last three Financial Years	:	
8	Copy of PAN Card and GST registration certificate.	:	
9	Copy of latest GST returns	:	
10	Signed and Stamped Tender Document		
11	Past experience in the field, if any (Please enclose testimonials/ documentary evidence)	:	
12	List of similar shops of any Govt. / Semi-Govt. or other organization presently being run, with their location, validity of contract etc., if any.	:	
13	Proof of adequate financial resource (over draft / credit line, letter from bank).	:	
14	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.	:	

Signature of Tenderer _____

Address _____



**Office of the Chief Executive Officer
Shri Mata Vaishno Devi Shrine Board, Katra**

SCHEDULE -B

UN – PRICE BID

Name of the Tenderer: _____

**Description of the premises for which tender filled: Shop No.17 at Adhkuwari
(Halwai Shop)**

NIT No.: CO/Adm/864-II/4193

Dated: 21.01. 2025

Detail of Tender Fee:

a) UTR No. _____ date _____ Amount _____

Detail of EMD:

a) For Shop No. 17: 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.)
4,16,20,000/-	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 Shrine Board.

After my offer is accepted, I will execute a formal license deed with the Shrine Board 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 License Deed, I will forfeit my right to continue my business in the shop and the earnest money pledged to the Board.

Signature: _____

Name _____
(Capital Letters)

S/o Shri: _____

R/o _____



**Office of the Chief Executive Officer
Shri Mata Vaishno Devi Shrine Board, Katra**

ANNEXURE-I

Items to be sold at Dhaba Shop No. 17, Halwai at at Adhkuwari

S. No.	Items	Quantity	Rate (Rs.)
1	Barfi Plain	Per Kg.	450 per kg
2	Barfi Pistha / Badam	Per Kg.	500 per kg
3	Milk Cake	Per Kg.	450 per kg
4	Chena Murgi	Per Kg.	400 per kg
5	Rasgulla	Per Kg.	340 per kg
6	Gulab Jamun	Per Kg	360 per kg
7	Ladoo Motichur	Per Kg.	360 per kg
8	Jalebi	Per Kg.	300 per kg
9	Ladoo Baisan	Per Kg.	350 per kg
10	Gajjar Halwa	Per Kg.	440 per kg
11	Matti all types	Per Kg.	300 per kg
12	Suji Halwa	Per Kg	300 per kg
13	Hot / Cold Milk	150 ml of Milk	35 /-
14	Samosa	2 standard size samosa approx 200 gms with mint chutney	30 /-
15	Assorted Veg Pakora	Per Kg (served with chutney)	280 /-
16	Sewian Kheer	200 gms	60 /-
17	Sewain (Namkeen)/(Sweet)	Per Kg.	300 /-
18	Bhaturey Channa	Per plate (02 pcs of Bhatura's 8" each, served with bowl of channa (200 gms) and pickle	70 /-
19	Puri Bhaji	Per plate (02 pcs of Poori's 10" each, served with a bowl of Bhaji (200 gms) and pickle	55 /-
20	Tetra packed juices		On MRP.
21	All types of Plain Tea & Plain Coffee	150 ml/200ml	Tea @ 10 Coffee @ 15
22	Mineral Water		On MRP.
23	Biscuits/chips		On MRP.
24	Choley Kulche	Per Plate	55/-

- The above rates shall be inclusive of GST.

**Sd/-
(Satish Kumar Sharma), JKAS
Joint Chief Executive Officer**