



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

Applications on the prescribed format are invited from the eligible individuals i.e. **permanent residents of Purana Daroor, Katra**, desirous of participating in the allotment of Shrine Board's "Platforms" on "as is where is basis" and "Leave and License basis" for a period of one (01) year, extendable for one (01) more year for sale of the items as indicated against each location in the below mentioned table:

Name & Location of the platform	Business	Period	EMD (in Rs.)	Reserved Bid (in Rs.)	Description of Platforms
Platform-3 (R.D.- 03/700) at Banganga	Sale of Radish, Carrot, Black Channa, Berry and Fruit Chat (Seasonal Fruits)	1 year, extendable for one (01) more year With enhancement @ 15 % of 1 st year license fee	1,06,790/-	21,35,800/-	6' x 6' = 36 sft
Platform-4 (R.D.- 03/900) at Banganga			1,07,380/-	21,47,600/-	6' x 6' = 36 sft
Platform-5 (R.D.- 04/020) at Adhkuwari			2,03,904/-	40,78,080/-	6' x 6' = 36 sft

Applications duly accompanied with Earnest Money Deposit (EMD) as mentioned above, pledged to the FA / Chief Accounts Officer, SMVDSB, Katra should reach the office of the Chief Executive Officer, SMVDSB, Katra **by or before 10.04.2024, 03:00 PM IST**. The applications will be opened on the same day or any other convenient day, in presence of such applicants as may choose to be present.

A copy of the Bid Notice document along with detailed terms and conditions can be obtained during working hours on any working day from Central Office, SMVDSB, Katra and can also be downloaded from our website **www.maavaishnodevi.org**. Tender Document Fee of Rs. 500/- must be deposited in the official bank account of Shri Mata Vaishno Devi Shrine Board, Branch – **J&K Bank, Katra, Account No. 0077040100013549, IFSC – JAKA0PKATRA** and the proof of same shall be deposited in the concerned section.

Incomplete applications or those received after the stipulated date and time shall not be considered.

**No: CO/Adm/904-II/4641
Dated: 27.03.2024**

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



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

Detailed terms and conditions in respect of Advertisement Notice Issued under No. CO/Adm/904-II/ 4641 Dated: 27.03.2024

1. Eligibility Criteria:

- a) The applicant should be a permanent resident of Village Purana Daroor (Attested copy of Domicile Certificate / latest Ration Card to be submitted).
 - b) He must be residing in the said village for the last more than 20 years (Certificate issued by Tehsildar Katra to be submitted).
 - c) The Family income of the applicant from all sources should be not more than Rs. 8.00 Lakh per annum (Certificate issued by Tehsildar, Katra.)
 - d) Multiple members of a family as per ration card are allowed to submit their bid. **In that case, the platform will be allotted to that member of the family who has submitted highest bid.**
2. The applicant shall submit his/her application as per the format enclosed at **Schedule-A** with all supporting documents as stipulated in the NIT including Tender Document Fee and Earnest Money Deposit (EMD). The envelope must be properly sealed and superscribed as
- “Application for Platform on the track”.**
3. The applicant shall deposit the Earnest Money Deposit in the shape of CDR/TDR/FDR in the name of Shri Mata Vaishno Devi Shrine Board, Katra pledged to the FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board.
 4. The EMD of the successful applicant shall be retained as Security Deposit and refunded/adjusted after the end of the agreement period **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** and that of the unsuccessful applicants shall be released after completion of the allotment process.
 5. The allotment of platforms shall be decided on the basis of **Highest Bidder (H1)** in presence of the applicants.
 6. Shrine Board reserves the right to verify the antecedents, income and other credentials/documents and the applications as per terms and conditions of the NIT before issuing the Letter of award (LOA).
 7. Shrine Board may reject any offer without assigning any reason.
 8. The successful applicant shall deposit full amount of the Licence fee as upfront payment **within 15 days** from the issuance of LOA 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 FA/CAO, SMVDSB payable at Katra, failing which allotment shall be cancelled and security deposit shall be forfeited. However, no extension shall be given in this regard.

9. The SMVDSB at its sole discretion may extend the license deed / agreement for 01 (One) more year subject to satisfactory performance of the licensee and after receiving request of the licensee at least 45 days prior to the expiry of 1st year of license period. The license fee shall be enhanced at the rate of 15% of one year license period and the same shall be deposited by the licensee in advance before the start of 2nd year license period.

10. On expiry of the period of the license, the license granted in favour of the licensee shall be deemed to have been automatically revoked. The licensee shall be under obligation to remove his/her belongings without any demur. In the event of his/her failure, it shall be lawful for the licensor to take over the licensed platform thereof from the licensee to which the licensee shall have no objection. Even otherwise licensor (SMVDSB) shall be deemed to be in its legal as well as physical possession. 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.

11. The licensee shall not **underlet/sublet or part with** the licensed premises or any part thereof to someone else for whatsoever reasons.

12. The licensee shall have **no right to make any addition, alteration, improvement, change or even affect any repair** without the explicit approval of Shrine Board in writing.

13. The applicant shall sign at the **marked places** of this notice and submit along with his/her application as acceptance of all the terms and conditions.

14. The licensee shall not use onion and garlic in any preparation.

15. The licensee shall exhibit conspicuously the rate list in bold letters at the licensed platform. The licensee shall sell only those articles which have been allowed for sale from that platform by SMVDSB as per the rates mentioned at **Schedule – C**.

16. The Licensee shall not cook anything on or near the platform & shall bring all the cooked items from his/her kitchen to the platform for sale.

17. The Licensee shall sell items of standard quality and no sub-standard item shall be sold.

18. In case of any encroachment found beyond allotted premises Agreement / License Deed shall be cancelled, the deposited amount of license fee along with Security Deposit shall be forfeited and the licensee shall have to remove all its belonging from the licensed premises, immediately thereafter.

19. The Licensee shall store and keep the articles in hygienic condition duly covered and shall be responsible for cleanliness of the platform and its surrounding.

20. The Shrine Board shall not be held responsible for any loss or damage due to natural calamity, change/blockade or route or any other circumstances, which may affect the flow of Yatra. In case of death of licensee, during the license period, the license shall stand terminated with immediate effect.

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21. The licensee shall have to abide by all restrictions imposed and orders issued by the Shrine Board from time to time including general cleanliness etc.

22. The licensee shall be bound to comply with and meet all the requisite legal and statutory obligation under the J&K Food Safety and Standards Act as well as other laws applicable and prevalent in the Jammu and Kashmir (UT) and in the event of breach or violation thereof it shall hold the licensee responsible thereto.

23. The licensed platform shall be subject to inspection by the officers / officials of SMVDSB at any time.

24. The Shrine Board reserves the right to authorize any other licensee to carry out the same or similar business activity in the vicinity of the platform allotted. It also reserves the right to carry out same or similar business itself.

25. Decision of CEO, SMVDSB shall be final and binding upon to the applicants / licensee in case of any condition not mentioned in the allotment letter and any difference of opinion.

26. Violation of any of terms & condition of the allotment shall attract termination of the licensee.

27. The Agreement / License Deed can be terminated on one month's notice from Shrine Board and three month's notice from the licensee.

28. Indemnity

The 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.

29. Penalty

a) The SMVDSB shall 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) If the licensee is found selling stale or outdated/expired items the same shall be destroyed on spot and a penalty be imposed.

- c) Complaint about the misbehaviour of the employees of the licensee.
 - d) Non-availability of displayed items on the rate list or not legible.
 - e) Complaint with regard to overcharging.
 - f) Improper disposal of waste generated from the licensed space.
 - g) Violation of any terms & conditions mentioned in the NIT / agreement deed.
- ii. The Licensee shall sell only those items which are mentioned in the NIT. The interpretation regarding nature and scope of items specified in the NIT shall vest only with the Licensor. If the Licensee found selling other items which are not mentioned in the license deed, all such items shall be confiscated. The confiscated items shall not be returned to the 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.

30. 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.

31. JURISDICTION

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

- 32.** All the above conditions shall be acceptable to the allottee without any objection.

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

**PRE QUALIFICATION APPLICATION FORMAT
FOR PLATFORMS**

S.No.	Particulars/Criterion	Details of document(s)
1.	Name of the applicant with Address, Contact Number along with brief description of background.	:
2.	Name, Addresses, Tel. / MobileNos. of two referees	a) : b)
3.	Details of Tender document fee and EMD	:
4.	The applicant should be permanent resident of Village Purana Daroor (Attested copy of Domicile Certificate / latest Ration Card to be submitted).	:
5.	The applicant must be residing in the said village for the last more than 20 years (Certificate issued by Tehsildar Katra to be submitted).	:
6.	The Family income of the applicant from all sources should not be more than Rs. 8.00 Lakh per annum (Certificate issued by Tehsildar Katra to be submitted)	:

Signature of Applicant _____**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 i.e Platform No. _____

NIT No.: CO/Adm/904-II/4641

Dated: 27.03.2024

Detail of Tender Fee:

a) Date _____ Amount _____

Detail of Security Deposit for Platform

a) 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:-

S. No	Particulars	Amount (in Rs.)	
		In figures	In words
1	Bid Amount incl. of GST		

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 platform is authorized in my favour, the tendered amount will be deposited by the undersigned partly within 15 days from the issuance of LOA. In case, I fail to do so, I will forfeit my right to continue my business at the platform 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)



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

Annexure-C

S. No.	Items	Quantity	Rate in Rs.
1	Radish, Cucumber, Carrot, Guava, Black Channa and Berry	Small size bowl (100 gms)	20/-
		Medium size bowl (200 gms)	30/-
		Large size bowl (300 gms)	40/-
2	Fruit chat (Seasonal Fruits)	Small size Bowl (100gms)	25/-
		Medium size Bowl (200 gms)	40/-
		Large size bowl (300 gms)	50/-

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