



**OFFICE OF THE CHIEF EXECUTIVE OFFICER  
SHRI MATA VAISHNO DEVI SHRINE BOARD,  
Central Office, Jammu Road, Katra (J&K) – 182301  
E-mail: [aceovb@maavaishnodevi.net](mailto:aceovb@maavaishnodevi.net), [dmcatering@maavaishnodevi.net](mailto:dmcatering@maavaishnodevi.net)**

**Notice Inviting e-Tender**

**e-NIT No.: CO/Cat/417/293 Dated: 11.06.2025**

For and on behalf of the Shri Mata Vaishno Devi Shrine Board, through Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board (hereinafter referred as SMVDSB, Katra), e-Tenders on prescribed format are invited under two bids system from the eligible Individuals / Firms / Agencies / Organizations / Company desirous of participating in the e-Bid process of the SMVDSB regarding **allotment of spaces at 07 pre-identified locations alongside the track for installation of kiosks for sale of Fresh Fruits (seasonal) & Fruit based Beverages on "Leave & License basis"** as mentioned in **Annexure-II** for a period of two (02) years extendable for two more years subject to the pilgrims feedback on such terms and conditions as agreed upon mutually by both the parties after the due date.

Particular	Period	Total Cluster wise Reserve Bid per annum (excl. of GST) (in Rs.)	Earnest Money Deposit (in Rs.)	Size
Fresh Fruits (seasonal) & Fruit based Beverages	Two years (extendable for another two years)	14,00,000/-	70,000/-	6'x8'

The e-NIT consisting of qualifying information, Eligibility Criteria, Specifications, Set of Terms & Conditions of contract and other details can be seen / downloaded from the website: <http://jktenders.gov.in> & on SMVDSB website: [www.maavaishnodevi.org](http://www.maavaishnodevi.org) as per following:

Publishing Date	11.06.2025 (03:00 PM)
Download Start Date	11.06.2025 (04:00 PM)
Pre-Bid Conference	14.06.2025 (12:00 Noon)
Bid Submission Start Date	17.06.2025 (12:00 Noon)
Bid and Hardcopy Submission End Date	30.06.2025 (02:00 PM)
Date of Opening of Technical Bids (Online)	01.07.2025 (03:00 PM)

The bids shall be deposited in electronic format on the e-tender portal and should be submitted strictly according to the provisions of the detailed e-NIT. The complete bidding process will be done online on the e-tender portal, [www.jktenders.gov.in](http://www.jktenders.gov.in). However, the Bid document is also available on the official website of SMVDSB, [www.maavaishnodevi.org](http://www.maavaishnodevi.org), for reference purposes only.

The e-Tender must be uploaded as per the conditions mentioned in the e-NIT document. An Earnest Money (₹ 0.70 Lakh only) in the form of CDR / FDR, drawn from any Nationalized / scheduled Bank duly pledged to the FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra and receipt of non-refundable Tender Fee of ₹1500/- deposited in the official account of Shri Mata Vaishno Devi Shrine Board Branch **J & K Bank Niharika, Katra, Account No. 0077040100013549, IFSC –JAKA0PKATRA** by way of NEFT / RTGS with due intimation of UTR No. for the record in favour of CAO. SMVDSB, Katra. The bidder shall mention the EMD detail and UTR No. in the Pre- Qualification Application Form at **Annexure- 'I'**.

The Earnest money deposited by the bidders shall be released soon after the finalization of the tender. The EMD shall remain valid for 90 days from the date of submission of tender. EMD to the successful tenderer shall be refunded on receipt of the security deposit, whereas the EMDs of the unsuccessful bidders shall be released after the allotment of Rate Contract in favour of the Successful bidder.

In case of a holiday, the bids will be opened on the next working day. Further, the technical bid shall be opened to ascertain the eligibility of the competing firms, and the resulting position shall be notified accordingly.

SMVDSB will not be responsible for any delay in the online submission of the bid due to any reason (Technical or otherwise). Besides, the conditional, illegible, ambiguous tender(s) are liable to be rejected. Bids sent by Fax or e-mail or any other mode will not be considered.

Bidders must ensure to upload scanned copies of all necessary documents, i.e. PAN, GSTIN, Tender Fee (DD) / UTR No., EMD (CDR / FDR), Registration, Income Tax Returns and other relevant documents mentioned in the e-NIT.

The tenders should be submitted strictly by the provisions of the detailed e-NIT. The Shrine Board reserves its absolute right to reject the issued e-tender / any or all tenders / offers at any stage before execution of the License Deed / Agreement without assigning any reason.

No Proposal shall be submitted to SMVDSB in physical form unless and until the same is uploaded on the e-tendering website. The hard copies of the Technical Bid documents viz. Tender Fee (Demand Draft/NEFT), EMD (CDR/FDR), PAN, GST and other documents (**except the Financial Bid**) shall be deposited via Registered Post **or** Speed Post **or** in person in the Catering Section in the office of Chief Executive Officer, Shri Mata Devi Shrine Board, Central Office, Katra – 182301 before the opening of the technical bid without which the offer submitted by the firm shall not be considered. SMVDSB is not responsible for any postal delay whatsoever.

Sd/-  
(Vipan Bhagat), JKAS  
Asstt. Chief Executive Officer,  
SMVD Shrine Board, Katra

No: CO/Cat/417/293  
Dated: 11.06.2025

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

- i) The interested bidder can download the NIT / bidding document from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.maavaishnodevi.org](http://www.maavaishnodevi.org).
- ii) To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, 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 Technical Bids shall be opened online.
- v) Financial Bids of only those bidders shall be opened who have qualified the technical criteria.
- vi) 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 unless and until the same is uploaded on the e-tendering portal.
- vii) Bids will be opened online as per time schedule mentioned in the e-NIT.
- viii) Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- ix) **SMVDSB will not be responsible for delay in online submission of bids whatsoever reasons may be.**
- x) All the required information for e-bid must be filled and submitted online.
- xi) 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.
- xii) Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate as prescribed and it should be saved with the same as it contains.
- xiii) The guidelines for submission of bid online can be downloaded from the website <http://www.jktenders.gov.in>.
- xiv) The tenderer should carefully study the document and prepare the bid with consideration of all provisions of the document. The bidder should fully acquaint himself / herself with site conditions and all other factors which may influence preparation of the tender.
- xv) **The companies or firms or its subsidiaries / sister concerns / franchisees or any firm bidding for the above e-NIT, must not be blacklisted by any government, PSU, Financial Institution, Court, regulatory authority or Shri Mata Vaishno Devi Shrine Board. To ensure compliance, the bidder is required to submit a declaration duly attested by Judicial Magistrate 1<sup>st</sup> Class / Oath Commissioner that they have not been black listed by any of the above-mentioned authority, as on date of submission of the documents of e-NIT. Non submission of the affidavit will lead to rejection of the bid on technical parameters. Submission of fraudulent misleading documents, misrepresentation of information / facts or wrong / misleading affidavit**

**at any stage will lead to blacklisting of the company / firm / individual involved for a period of 05 years.**

- xvi) The Shrine Board reserves its absolute right to reject the issued e-tender /any or all tenders / offers at any stage before execution of License Deed without assigning any reason.

## **2. TENDER SCHEDULE**

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

Publishing Date	<b>11.06.2025 (03:00 PM)</b>
Download Start Date	<b>11.06.2025 (04:00 PM)</b>
Pre-Bid Conference	<b>14.06.2025 (12:00 Noon)</b>
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- 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. Bidder should have an experience of **02 years** in the relevant field.
- ii. The bidder must have sound financial background. The **Average Annual Financial Turnover** of the Bidder during the last **02 consecutive Financial Years** ending 31<sup>st</sup> March of the previous financial year (i.e. **2022-23 & 2023-24**), should be at least **Rs.20,00,000/- in similar trade.**
- iii. Net worth of the bidder during the last 02 consecutive Financial Years ending 31<sup>st</sup> March of the previous financial year (i.e. 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 TENDER:**

The Tenderers are required to submit their Bids (Technical as well as Financial) on the e-tendering portal i.e. **www.jktenders.gov.in** under 02 bids system as per given below:

##### **A. Technical Bid**

- i) The e-Tender must be uploaded with an Earnest Money (Rs.0.70 Lakh only) in the form of CDR / FDR as per conditions of NIT, drawn from any Nationalized / scheduled Bank duly pledged to the FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra.
- ii) Tender Fee of Rs.1500/- deposited in the official account of Shri Mata Vaishno Devi Shrine Board Branch **J&K Bank Niharika, Katra, Account No. 0077040100013549, IFSC –JAKA0PKATRA by way of NEFT / RTGS with due intimation of UTR No. for the record in favour of CAO. SMVDSB, Katra.** The earnest money deposited by the bidders shall be released soon after the finalization of the tender. The EMD shall remain valid for 90 days from the date of submission of tender. EMD to the successful tenderer shall be refunded on receipt of the security deposit.
- iii) PAN number
- iv) GST / SGST number (the successful bidder must obtain a GST registration for JK-UT, if not already held, immediately upon allotment of the tender.)
- v) Work Experience
- vi) Statutory compliances like EPF / CPF registration number
- vii) FSSAI certificate
- viii) Last 02 years Income Tax Return and Copies of audited statement of accounts / balance sheet for 02 financial years.

##### **B. Financial Bid (BoQ):**

- i. Price bid shall be as per BOQ & has to be submitted **online only**. (Format as per **Annexure-II**). Submission of Hardcopy of the same tantamount to serious violation of tendering process which shall entail rejection of the bid submitted online.
- ii. The price bid should be absolute and unconditional.
- iii. The price bid shall be opened in respect of the bidders who have qualified in the technical bid. Rates are required to be quoted strictly as per prescribed UOM mentioned in the BOQ.
- iv. Price bids not conforming to above standards or deficient in any manner shall be rejected.
- v. **The tenderer has to bid for any or all clusters having different locations as per the BOQ at Annexure-II. However, each cluster cumulatively with different locations shall be allotted to the highest bidder(s) only quoted against these clusters.**

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

- i. The e-tender should be super scribed with the number, name and location of the premises tendered for.

- ii. **Any offer below the reserved bid prescribed for spaces shall not be considered.** The tenderer shall put his/her signature and specify in the capital letters name along with parentage with his / her complete postal address on the tender form and the terms and conditions attached there to.
- 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 five 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 Account 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 five years.
- iii. Bid securities of the unsuccessful bidders shall be returned / released after the allotment of Letter of Award and 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 25<sup>th</sup> 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 5 years.
- iii. The commencement of the two years period of allotment shall start from the **21<sup>st</sup> 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. Incase, 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 31<sup>st</sup> 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 2<sup>nd</sup> year:

a. **Bank Guarantee Mode:**

Bank Guarantee pledged to FA/ Chief Accounts Officer, SMVDSB, Katra, equivalent to 50% of the remaining bid amount for 2<sup>nd</sup> year shall have to be deposited with Shrine Board 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 up to 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 alongwith 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 Instalment (EQI) Mode**

The total amount of license fee for the 2<sup>nd</sup> 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 kiosk as per the License Deed and following mentioned schedule:

Schedule of EQI for 2 <sup>nd</sup> year license fee		Remarks
Instalment No.	Due to be cleared upto	
1 <sup>st</sup> instalment	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 <sup>nd</sup> instalment	6 months from the commencement of operation as per License Deed.	Payment due for the first two instalments to be cleared upto 6 months from the commencement of the operation as per License Deed and no extension shall be allowed thereafter.
3 <sup>rd</sup> instalment	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 <sup>th</sup> instalment	12 months from the commencement of operation as per License Deed.	Payment due for the last two instalments to be cleared by the end of the 1 <sup>st</sup> 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 instalments for the license fee corresponding to the 2<sup>nd</sup> year, including penal interest if any, shall have to be cleared latest by end of the 6 months of 1<sup>st</sup> year of operation of License Deed. Similarly, all payments due for the last two instalments including penal interest, if any shall have to be



cleared latest by end of the 1<sup>st</sup> 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/ instalments 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 5 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 pre-conditions i.e. deposition of 50% bid amount.

9. **Payment condition for extension period (if license period extended)**

- i. The license deed / agreement can be extended for 02 (Two) more years subject to satisfactory performance of the bidder / licensee and after receiving request of the licensee at least 45 days prior to the expiry of 2<sup>nd</sup> year of license period.
- ii. The annual license fee shall be enhanced by 10% and the same shall be deposited by the licensee in advance before the start of 3<sup>rd</sup> 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 Authorized Medical Authority and deposit the same with the Area Head.
- ii. The successful bidder / licensee shall sell fruit items of standard quality only and no sub-standard quality shall be sold.
- iii. The rates shall be reviewed and verified by the Shrine Board/ Tendering Authority periodically to ensure compliance with market standards and rates, any such deviances shall invite penal provision. Repeated offence shall lead to disqualification of the agreement including forfeiture of license fee.
- 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 **Annexure-III to the e-NIT**.

- v. The successful bidder/ licensee shall obtain proper license (**FSSAI**) 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.
- 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. The premises shall put to Fire Safety Audit bi-annually through qualified agency. This report should be shared with SDM, Bhawan and Incharge, Adhkuwari bi-annually.
- 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 **Annexure-II** 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-III 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 kiosk in the manner prescribed in the Tender Notice. Any deviation shall result in the imposition of penalty/ revocation of the license as per Clause 14 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 space / **premises**. The present arrangement shall only a temporary permission to use the spaces, granted in favour of the successful bidder /licensee for the period mentioned herein above 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 05 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 herein above 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 to **keep the allotted kiosk open round the clock (24x7x365)** during the period of license and successful bidder / licensee cannot close the kiosk by putting his / her lock failing which license shall be liable to be cancelled/ revoked. In case for any reason, kiosk 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.
- ix. 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 date of issuing License deed in respect of Kiosk.
- x. 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 licensee shall be borne by the successful bidder/ licensee.
- xi. 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.
- xii. It shall be obligatory on the part of the successful bidder / licensee to arrange and serve the items as mentioned in **Annexure-III. 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.**
- xiii. That successful bidder/ licensee shall protect the property of the Licensor from

any consequential damage.

- xiv. The successful bidder/ licensee shall provide uniform to all its employees deployed in the kiosk.
- xv. The successful bidder / licensee and his employees shall not misbehave with any customer, pilgrim or official of the Board and their behaviour should always be cordial to all.
- xvi. 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 kiosk premises allotted to him.
- xvii. 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.
- xviii. 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**.
- xix. 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.
- xx. 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 24hrs 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 use 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 bear a liability 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.

- xxi. 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 anytime 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 misbehaviour 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 over-charging.
  - 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 05 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 Katra.

**17. JURISDICTION**

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

**Sd/-  
(Vipan Bhagat), JKAS  
Asstt. Chief Executive Officer,  
SMVD Shrine Board, Katra**

**No: CO/Cat/417/293**

**Dated: 11.06.2025**

**PRE -QUALIFICATION APPLICATION FORMAT****Kiosks (Fresh Fruits - seasonal & Fresh Fruit Beverages)**

Mandatory(1-10)

S.No.	Particulars	Attached at Page No.
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 alongwith Address, telephone number/ contact/ Mobile No).	:
3	Detail of Tender Fee	:
4	Detail of EMD	:
5	Financial turnover Certificate, year-wise, for the last two Financial Years <b>upto 2023-24, duly certified by the Chartered Accountant</b>	:
6	Net-Worth Certificate for the last two FY upto: 2023-24 <b>duly certified by the Chartered Accountant.</b>	:
7	Reports on the financial standing of the bidder such as profit and loss statement, balance sheet for the last two Financial Years <b>upto 2023-24</b> , duly certified by Chartered Accountant and supported with ITRs of the last two 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 kiosks 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 (overdraft/ 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 whatsoever to the Shrine Board.	:

Signature of Tenderer\_\_\_\_\_

Address\_\_\_\_\_





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

Annexure - II

**UN-PRICE BID**

To,

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

**Sub: E-Tender on the prescribed format invited on behalf of the Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra, J&K, from the eligible Individuals/ Firms / Agencies / Organizations / Company desirous of participating in the e-Bid of Shrine Board's mentioned locations for installation of Kiosks for the sale of Fresh Fruits (seasonal) & Fruit based Beverages to the pilgrims on "Leave and license basis" for a period of two years extendable by two years.**

**Ref. No: CO/Cat/417/293**

**Dated: 11.06.2025**

Dear Sir,

I, \_\_\_\_\_ representative / proprietor of M/s \_\_\_\_\_ hereby submit the offer for providing Catering Services at any or all clusters having different locations as per the BOQ.

**Detail of Tender Fee:**

a) UTR/DD No. \_\_\_\_\_ date \_\_\_\_\_ Amount \_\_\_\_\_

**Detail of EMD:**

a) CDR/ FDR/ TDR No. \_\_\_\_\_, Amount: \_\_\_\_\_ Date: \_\_\_\_\_,

Bank \_\_\_\_\_, Branch \_\_\_\_\_

S. No.	Locations	Size	Minimum reserved bid per annum (in Rs.)	GST @ 18%	Total Bid Amount per year (inclusive of GST) (in Rs.)
<b>Cluster – I</b>					
1	2/700 between Tarakote Langar and McDonald at Tarakote Marg	6'x8'	06 Lakh	xxxxx	xxxxx
2	Near CCD kiosk on terrace of Durga Bhawan at Bhawan	6'x8'			
3	RD 4/175 on Old track at Adhkuwari	6'x8'			
<b>Cluster – II</b>					
1	Corner of Shed / waiting area above Langar Sanjichhat at Sanjichhat	6'x8'	04 Lakh	xxxxx	xxxxx
2	RD 3/500 Thanda Nala adjacent to Nescafe Kiosk at Bhawan	6'x8'			
<b>Cluster – III</b>					
1	Sanitation store opposite Yatri Niwas at Sanjichhat	6'x8'	04 Lakh	xxxxx	xxxxx
2	RD 2/775 Near water ATM 400 mtr ahead of Himkoti Bhoinalava at Bhawan	6'x8'			

{Earnest Money Deposit (EMD) amounting to Rs. 70,000/- to be paid in the form of FDR/CDR along with technical bid}

I further affirm that I have read and fully understood the e-tender notice and agree to abide by all the terms and conditions laid therein, which are being signed in token of my acceptance. In case, I fail to abide-by the conditions or to carry on the contract to the entire satisfaction of the Shrine Board, I shall be liable to the penalties as laid down in the terms and conditions. I further hereby declare that my firm is not blacklisted.

Yours faithfully,

Seal & Signature of the tenderer \_\_\_\_\_

Name of the representative \_\_\_\_\_

M/s \_\_\_\_\_

Contact No: \_\_\_\_\_



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

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**Annexure- III**

**Items allowed to be sold at allotted locations**

S.No.	Particulars	Quantity	Price ceiling (inclusive of GST)  (In Rs.)
1	Fresh Beverages extracted from fresh seasonal fruits	Medium Glass (150ml)	50/-
		Large Glass (250 ml)	70/-
2	Fresh Seasonal Fruits	Per Kg/ dozen	As per current market rates

**\*Note – The above rates shall be inclusive of GST.**

**Sd/-  
(Vipan Bhagat), JKAS  
Asstt. Chief Executive Officer,  
SMVD Shrine Board, Katra**

**No: CO/Cat/417/293  
Dated: 11.06.2025**