



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

**TENDER NOTICE**

Sealed tenders on the prescribed format affixed with revenue stamps worth Rs.2/- are invited on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Katra from the eligible Individuals / Firm / Organization desirous of enjoying the user status of Shrine Board shop(s) at Bhawan & Adhkuwari on "**as is where is basis**" for a period as mentioned against each shop as a licensee under the actual possessory control of Shri Mata Vaishno Devi Shrine Board for sale of items as indicated in Annexure - I: -

Shop No	Description of Business	Period	Earnest money	Reserved bid
59-Halwai Shop, Bhawan	Annexure – I	Two years	Rs. 0.60 Lac	Rs. 30.00 Lac
13-Halwai Shop, Adhkuwari	Annexure – I	Two years	Rs. 0.50 Lac	Rs. 25.00 Lac

Tenders duly accompanied with Earnest Money as mentioned above, pledged to the Chief Accounts Officer, SMVDSB, Katra, **in two bid format as mentioned in the terms and conditions**, should reach the office of the Chief Executive Officer, SMVDSB, Katra by or before 1<sup>st</sup> September, 2009 3 PM IST, which will be opened on the same day or any other day convenient to the undersigned, in presence of such tenderers as may choose to be present.

Tender forms alongwith detailed terms and conditions can be obtained from the office of the Chief Executive Officer, SMVDSB Katra, during the working hours on cash payment of Rs.100/- each or can be downloaded from our website [www.maavaishnodevi.org](http://www.maavaishnodevi.org) or [www.tenders.indiatimes.com](http://www.tenders.indiatimes.com).

Offers complete in all respect should reach the Central Office at Katra along with the terms and conditions duly signed by the tenderer at the space mentioned therein. Conditional tenders or tender received after the stipulated date and time shall not be considered.

**Sd/-**  
**Addl. Chief Executive Officer**

**No.: CO/Adm/471/1278**  
**Dated: 01 - 08 - 2009**



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

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**Detailed terms and conditions in respect of Tender Notice  
Issued under No: CO/Adm/471/1278 dated: 01 - 08 - 2009.**

1. Sealed tenders on the prescribed format are invited on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board from the eligible Individuals / Firms / Organizations desirous of enjoying the user status of Shrine Board shop(s) at Bhawan & Adhkuwari on “**as is where is basis**” for a period as mentioned against each shop as a licensee under the actual possessory control of Shri Mata Vaishno Devi Shrine Board for sale of items as indicated in Annexure - I.
2. Sealed envelope containing the tender should be superscribed with the number, name and location of the premises tendered for and separate envelopes shall be used for each shop.
3. The tenderer should clearly specify in figures and words the location and number of premises, intended to be used and the amount of bid, which the tenderer is prepared to pay. Offer below the reserved bid prescribed for premises will 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.
4. The successful tenderer will be required to accept all the terms and conditions of the NIT and enter into an agreement with the Shrine Board within a period of seven days from the date of communication of the acceptance of the bid.
5. Tenderers shall submit their offers in two parts i.e. Part -1 containing Pre- qualification Bid in Schedule–A & Part-2 containing Financial Bid in Schedule-B separately in English for each shop. Part -1 shall contain the technical bid indicating all relevant technical details, with supporting documents, security deposit for the prescribed amount, the back ground of the firm / organization / individual and shall be sealed in **First Cover**. Part-2 shall contain the Financial Bid sealed in the **Second Cover**. Both

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the covers sealed independently shall then be sealed together in a **Third Cover**, properly sealed and superscribed as

**“Tender for Halwai Shop at Bhawan and Adhkuwari ”.**

6. The CDR / FDR of the successful bidder shall be retained and refunded / adjusted after the end of the satisfactory completion of the contract and those of the unsuccessful tenderers shall be returned.
7. The Financial Bids of the eligible tenderers only shall be opened upon evaluation of Pre-qualification bids and the date for opening of Financial Bids shall be communicated to such eligible tenderers.
8. The tenderer shall deposit an amount as indicated in the tender notice in the shape of call deposit receipt as earnest money in the name of Shri Mata Vaishno Devi Shrine Board pledged to the Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra without which no tender shall be considered.
9. The tenderer quoting for more than one premises will have to deposit the CDR / FDR separately for each premises. In case of any tenderer becoming the highest bidder for more than one premises he / she will be eligible for allotment of only one premises as per his / her choice. .
10. All offers must be sent through registered letter / reputed courier service or be put in the sealed tender box latest by the date and hour prescribed for submission of such tenders.
11. The highest bid alone shall not be the criterion for allotment.
12. Bhawan is a non-family station hence the licensee shall ensure that his staff does not carry their families along. Neither there will be permissions to establish any guest house nor any outsider shall be allowed to stay in the allotted accommodation.
13. The Shrine Board reserves its absolute right not to accept any tender / offer at any stage before execution of license deed. In case Shrine Board decides not to accept any tender / offer, it shall not be required to assign any reasons thereof to the tenderer.
14. If the tenderer was a defaulter, owes by himself or by proxy or on behalf of any other person, any money / dues in any connection what-so-ever to the Shrine Board, his tender shall not be considered unless he / she clears his / her outstanding as determined by Shrine Board.

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15. The licensee shall have no right to make any addition, alteration, improvement, change or even effect any repair in the premises in question without the express approval of Shrine Board in writing.
16. The successful bidder shall have to deposit 50% of the bid amount within 7 days from the date of acceptance of tender and before the execution of the license Agreement. Merely acceptance of tender/bid without the initial payment of 50% of the bid amount as stipulated shall not confer any right upon the bidder to seek the use of the premises. The successful bidder shall be permitted to use the premises only upon payment of 50% of the bid amount and execution of the License Agreement on **“as is where is basis”**.
17. In case the successful bidder fails to deposit 50% of the bid amount within the stipulated period of seven days from the date of acceptance of the bid, his earnest money in the form of CDR or in any other form shall stand forfeited without notice in favour of SMVDSB and SMVDSB shall be at liberty to re-tender the premises. The balance amount of 50% shall be payable in two installments, first installment upon the completion of four months from the date of execution of the License Deed and second installment upon the completion of four months thereafter. In case of non-payment of amount of installment (s) on the due date (s), an interest @ 18% per annum shall be levied upon all such delayed payments. In case where the amount of arrears including the interest component is not cleared after adjusting the CDR / EMD, within a period of three months from the date of its accrual, the license shall be deemed to have been revoked and it shall be lawful for SMVDSB to get the premises vacated without any notice.
18. The Shrine Board is authorized to revoke the license in case any condition is violated, and in that case the licensee shall not continue his / her business in the premises and remove his / her belongings without any demur or objection.
19. If any tenderer is found involved in any fraudulent practice of putting any tender in the name of his employee or any relative / employee, the license, even if already granted, will be revoked / cancelled.
20. The licensee shall not sublet the licensed premises or any part thereof to someone else.
21. The licensee shall not use onion and garlic in any preparation.

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22. The licensee shall sell only those articles, which have been allowed against that premises and at such rates as may be fixed from time to time by the Competent Authority of Shri Mata Vaishno Devi Shrine Board, Katra.
23. The licensee shall exhibit conspicuously the approved rate list in a frame at the premises.
24. The period of license will commence from stipulated date and shall expire after a period of two years from that date.
25. The licensee shall keep his premises open during the period of license, failing which his / her license is liable to be revoked.
26. The Shrine Board will not be held responsible for any loss or damage due to natural calamity, change / blockade of 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.
27. After the tender is approved, the successful tenderer shall have to execute a formal **agreement** deed with the Shrine Board in which all the terms and conditions of the license shall be fixed and incorporated, and the licensee shall be bound by all such terms and conditions. The conditions in this tender notice are subject to variations and modifications, which shall also be incorporated in aforesaid **agreement** deed and only thereafter the licensee shall be allowed to start his / her business in the premises in question.
28. After the expiry of the prescribed license period, the licensee shall cease to have any right whatsoever in the premises in question.
29. The licensee's right shall be limited to making representation for any purpose to the Board, if and when such need arises. In case of any licensee indulging in any activity against the Shrine Board, his / her license shall be terminated.
30. The licensee shall have to 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.
31. For availing electric / water / telephone connection facility, the licensee shall apply for grant of the connection directly to the concerned Department alongwith NOC from the Shrine Board. The Electric / Water / Telephone connection shall be sanctioned by the concerned

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Department for a period of one year only and shall be renewed for the remaining period of license again subject to NOC from the Shrine Board. The licensee shall be liable to pay rental charges and other taxes, levies and cesses that may be imposed by the concerned department for the use of such services.

32. The nomenclature of the premises so allotted will only be finalized in consultation of Shrine Board and name so fixed will not in any way remotely be associated with the words "**SHRINE BOARD**".
33. The licensed premises shall be subject to inspection by the Chief Executive Officer / Addl. Chief Executive Officer or any other officer authorized by the said authorities at any time.
34. The Shrine Board reserves its right to authorize any other licensee to carry out the same or similar business activity in the vicinity of the shop tendered for. It also reserves the right to carry out same or similar business itself.
35. If the licensee fails to abide by any of the terms and conditions of the agreement deed his call deposit receipt / fixed deposit receipt shall be **forfeited** in favour of the Shrine Board and the Shrine Board will have the right to re-tender the premises, but in that case the deficit **if any** will be recovered from the first licensee.
36. All disputes and differences between the parties hereto pertaining to or arising out of this agreement and all matters connected therewith shall be referred to the arbitration of a person to be nominated / appointed by the Chief Executive Officer of Shri Mata Vaishno Devi Shrine Board whose decision shall be final and binding upon the parties.
37. Any of the parties may apply to the Chief Executive Officer for the appointment of the Arbitrator in the event of any dispute / difference. On receipt of such request, it shall be lawful for Chief Executive Officer to appoint an arbitrator to adjudicate upon the disputes / differences. The arbitrator so appointed shall enter upon the reference and decide the disputes in accordance with J&K Arbitration Conciliation Act 1997. Place of Arbitration shall be at Jammu.

Sd/-

Addl Chief Executive Officer

**Signature of the tenderer**

## SPECIAL CONDITIONS OF THE CONTRACT

### Halwai Shop

1. The tenderer must have sound financial background. At the time of tendering, he shall be required to submit bank statements for the last three years and also Income Tax returns with balance sheets and profit and loss accounts for the last three years.
2. The tenderer shall submit proof of PAN & TAN Nos., copy of latest Income Tax Assessment order and Service Tax Registration No.
3. **The tenderers shall be required to submit complete data to determine their eligibility and financial offers of the eligible / qualified tenders only shall be opened.**
4. The tenderer should be in this business for atleast last three years and possess sufficient experience in the line.
5. The employees of the Halwai Shop, who are directly / indirectly are in contact with the food, shall get Medical fitness certificate from the BMO, Katra.
6. The employees of the contractor shall bear decent uniform while on duty.
7. The tenderer shall sell items of standard quality / brand only and no sub-standard item shall be allowed to be sold.
8. The tenderer shall ensure sale of fresh food and beverage 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.5,000/- shall be imposed.
9. That the licensee shall store and keep the articles in hygienic condition and shall be responsible for cleanliness of the premises.
10. The tenderer shall obtain proper license from the concerned licensing authority for sale of food and beverage items within 15 days from the allotment of contract.
11. The tenderer shall ensure adequate availability of all the items offered throughout the contract period.
12. The tenderer shall ensure functioning of the Halwai Shop round the clock during the contract period.

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13. The tenderer must have minimum annual turn over of Rs.40.00 lac per year during the last three years.
14. The tenderer shall take appropriate fire safety measures under the directions of qualified fire tenderer and submit 06 monthly fire safety audit report from the concerned agency.
15. The tenderer shall use gas oven for cooking and no fire wood shall be allowed to be used.
16. The tenderer shall ensure that there are no loose wire / socket in the premises, which can cause fire incident.
17. The tenderer shall install proper gas bank with separate gas store (for filled gas cylinders) outside the premises as a fire safety measure.
18. Violation of any condition of this NIT including special conditions shall attract termination of the contract.
19. All the above conditions will form part of the agreement.

**Sig. of Tenderer**

Sd/-

**Addl. Chief Executive Officer**



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

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**Annexure – I**

**Items to be sold at Halwai Shop**

<b>S.No</b>	<b>Item</b>
1	Sale of Sweets (Vaishno items only)
2	All types of milk
3	Samosa
4	Mathian
5	Assorted Pakora
6	Sewian
7	Bhature
8	Puri Bhaji
9	Cold Drinks / Tetra Packed Juices
10	All types of Tea / Coffee
11	Mineral Water

Sd/-  
Addl Chief Executive Officer

SCHEDULE-A

PRE QUALIFICATION APPLICATION FORMAT  
FOR HALWAI SHOP

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

9	Name , Addresses, Tel. / Mobile Nos. of two referee Institutions	:	a)  b)
10	Detail of Security Deposit / EMD	:	
11	Duration of validity of bid	:	
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	The tenderer should obtain food selling license from BMO, Katra within 15 days after the execution of agreement.		

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

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**OFFICE OF THE CHIEF EXECUTIVE OFFICER,  
SHRI MATA VAISHNO DEVI SHRINE BOARD, KATRA**

**SCHEDULE -B**

**Name of the Tenderer:** \_\_\_\_\_  
**Description of the premises for which tender filled: Halwai Shop,** \_\_\_\_\_  
**Amount of C.D.R. with number and date:** \_\_\_\_\_

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 premises for an amount of  
Rs \_\_\_\_\_ (In Figures) Rupees \_\_\_\_\_ (In  
words).

I further affirm that I have read and fully understood the tender notice and  
agree to abide by all the terms and conditions laid therein, which are being signed  
in token of my acceptance.

If the use of the above premises 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 by equal installments 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 premises and the earnest money pledged to the  
Shrine Board.

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

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