



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

**Notice Inviting e-Tender
e-NIT No.: CO/Cat/394/1051 Dated: 18.12.2023**

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 under two bids system are invited from the reputed Principal firms / Organizations / Authorized franchisees desirous of participating in the e-Bid for allotment of spaces indicated at **Annexure -I** for sale of non alcoholic and non aerated hot and cold beverages with eggless bakery and confectionery items alongside the track leading to the Holy Shrine of Shri Mata Vaishno Devi on **“Leave and license basis” for a period of two years extendable by one year** subject to the pilgrims feedback on such terms and conditions as may be agreed upon mutually by both the parties after the due date.

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 as per following:

Publishing Date	18.12 .2023 (04:30 PM)
Download Start Date	18.12.2023 (04:45 PM)
Pre-Bid Conference	27.12 .2023 (01:00 PM)
Bid Submission Start Date	29.12.2023 (12:00 Noon)
Bid and Hardcopy Submission End Date	08.01.2024 (02:00 PM)
Date of Opening of Technical Bids (Online)	09.01.2024 (03:00 PM)

The Bids shall be deposited in Electronic Format on the e-tender portal and should be submitted strictly in accordance with the provisions of the detailed e.NIT. Complete bidding process will be done online on e-tender portal www.jktenders.gov.in. However, the Bid document is also available on the official website of SMVDSB i.e. www.maavaishnodevi.org for reference purpose only.

The e-Tender must be uploaded as per the conditions mentioned in the e-NIT document. An Earnest Money (Rs. 2.00 Lakh only) in the form of CDR / FDR, drawn from any Nationalized / scheduled Bank duly pledged to the Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra and receipt of non-refundable Tender Fee of Rs. 1,000/- 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 record in favour of CAO. SMVDSB, Katra.** The bidder shall mention EMD detail and UTR No. in the Pre- Qualification Application Form at **Schedule-‘A’**.

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 security deposit, whereas the EMDs of the un-successful bidders shall be released after the allotment of Rate Contract in favour of the Successful bidder.

In case of 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 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 document mentioned in the e.NIT.

The tenders should be submitted strictly in accordance with 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 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 Hardcopies 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 i.e. **09.01.2024 upto 03:00PM** without which the offer submitted by the firm shall not be considered. SMVDSB is not responsible any postal delay whatsoever.

Sd/-
(Dr. Sunil Sharma), JKAS
Jt. Chief Executive Officer,
SMVD Shrine Board, Katra

No: CO/Cat/394/1051
Dated: 18.12.2023

Instruction to bidders regarding e-tendering process:-

1. The interested bidder can download the NIT/bidding document from the website www.jktenders.gov.in and www.maavaishnodevi.org.
2. 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.
3. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
4. The Technical Bids shall be opened online.
5. Financial Bids of only those bidders shall be opened who have qualified the technical criteria.
6. 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.
7. Bids will be opened online as per time schedule mentioned in the e-NIT.
8. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
9. **SMVDSB will not be responsible for delay in online submission of bids whatsoever reasons may be.**
10. All the required information for e-bid must be filled and submitted online.
11. 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.
12. 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.
13. The guidelines for submission of bid online can be downloaded from the website <http://www.jktenders.gov.in>.
14. 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.
15. **The companies or firms or its subsidiaries / sister concerns bidding for the above e-NIT, should not have been suspended / black listed by any of Government Authority, PSU, Financial Institution, Court or Shri Mata Vaishno Devi Shrine Board. The bidder shall give an undertaking in the shape of an affidavit dully attested by Judicial Magistrate 1st Class 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, otherwise the bid shall not be considered.**
16. 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.
17. The Shrine Board shall not be held responsible for selection criteria/policy matter being adopted by the Directorate of Information regarding publishing the e-NIT, in any of the newspaper under circulation.
18. **The tenderer has to bid for any or all clusters having different locations as per the BOQ at Annexure-I. However, each cluster cumulatively with different locations shall be allotted to the highest bidder(s) only quoted against these clusters.**



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SUBJECT: 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 under two bids system are invited from the reputed Principal firms / Organizations / Authorized franchisees desirous of participating in the e-Bid for allotment of space indicated at **Annexure -I** for sale of non alcoholic and non aerated hot and cold beverages with eggless bakery and confectionery items alongside the track leading to the Holy Shrine of Shri Mata Vaishno Devi on **“Leave and license basis” for a period of two years extendable by one year** subject to the pilgrims feedback on such terms and conditions as may be agreed upon mutually by both the parties after the due date.

1. **INTRODUCTION**

Shri Mata Vaishno Devi, Shrine Board is an autonomous body created by an enactment of the Legislature. The Board is engaged in managing the pilgrimage to the Holy Shrine of Shri Mata Vaishno Devi Ji. For the benefit of the pilgrims, Shrine Board is inviting reputed Principal Company / firm or their authorized distributor / franchisee in providing services in location indicated at **Annexure -I** on the track. Interested Principal Company / firm or their authorized distributor / franchisee shall be permitted to use the spaces for sale of non alcoholic and non aerated hot and cold beverages with eggless bakery and confectionery items of reputed brands as per FSSAI Standards only as per **Annexure-II**, at approved rates to the pilgrims visiting the Holy Shrine. The rate list along with quantity, intended to be sold by the Principal Company / firm or their authorized distributor / franchisee should be attached / uploaded with the Technical Bid. The Company / firm / authorized distributor / franchisee should ensure that the rates of the items projected to be sold should be reasonably priced in consonance with the portion size and market price. Interested firms shall not be allowed to sell food and beverage or use items mentioned in the **Annexure – III** to the e-NIT, from the Licensed Premises.

2. **DEFINITIONS**

- Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning hereunder respectively assigned to them, namely:
- The expression “Owner / Licensor” occurring in the TENDER document shall mean, Shri Mata Vaishno Devi Shrine Board, Katra.
- The expression “Bidder” shall mean the Tenderer who submits the tender for the work.
- The expression “Licensee” shall mean the Tenderer who submits the tender for the work and selected by the Shri Mata Vaishno Devi Shrine Board for the performance of the subject work.
- “Work” and “Scope of work” shall mean the totality of work / services and supplies cleaning agents and other materials by expression or implication

envisaged in the contract and shall include all materials, equipments, and labour required for commencement, performance, provision, or completion thereof.

- “SMVDSB” shall mean Shri Mata Vaishno Devi Shrine Board, Katra.
- “Contract” shall mean the contract for the work and shall include the tender document, the specifications, general or special conditions of contract of SMVDSB, the letter of acceptance and the acceptable rates / bill of quantities in price bids etc.
- Services provider / licensee shall mean Licensee / firm to whom the work of catering services has been awarded by SMVDSB.
- Licensor shall mean Shri Mata Vaishno Devi Shrine Board.

3. MINIMUM QUALIFICATION REQUIRED FOR BIDDING

I. Principal Company or their authorized franchisee must possess an experience of at least 03 years in the similar trade.

II. In case of Principal Company:

- a) The Average Annual sales turnover of the Principal Company must be more than Rs. 30 Crore (Cumulative) in previous three financial years (2020-2021, 2021-2022 & 2022-2023). In case the firm has incurred loss during Covid Pandemic the annual sales turnover for the year 2019-20 can also be considered.
- b) Principal Company should have their presence in atleast 05 States / UT of India.
- c) The Principal Company must also be registered under companies Act, 03 years prior to submission of bid.

III. In case of distributor / authorized franchisee:

- a) The Average Annual sales turnover must not be less than Rs.04 Crore (Four Crore) in 12 months (FY 2022-23). The sales turnover of the authorized franchises does not mean the composite sales turnover of its subsidiaries / sister concerns etc.
- b) The distributor / franchisee must have atleast 03 operational projects that are substantially similar to this project as part of their response including references for each.
- c) The bidder has to provide written permission from the Principal Company to operate at allotted site, which shall be subject to verification.

IV. Copy of an agreement deed or a certificate on the letterhead of the Principal Company is required to be submitted by the participating franchisee indicating that the firm has been appointed as franchisee for atleast a period of next 05 years by the Principal Company.

- V. Net worth of the Company / franchisee as per latest 03 years audited annual financial result should be positive. Copies of annual account of last three years should also be enclosed. In case the firm has incurred loss during Covid Pandemic the annual sales turnover for the year 2019-20 can also be considered.
- VI. Interested Principal Company or their authorized franchisee must possess valid PAN number and must have filled last 03 years Income Tax Return (copies to be enclosed). Summary statement of annual turnover and net worth duly attested by Chartered accountant along with Copies of audited statement of accounts / balance sheet for 3 financial years as per above.
- VII. In support of meeting the eligibility criteria as mentioned above, the bidder must submit the following documents in an un-priced technical bid.
- a. PAN number.
 - b. GST / SGST number.
 - c. Work Experience.
 - d. Statutory compliances like EPF / CPF registration number.
 - e. FSSAI certificate.

4. **PROCEDURE FOR SUBMISSION OF TENDER**

The Tenderers are required to submit their Bids (Technical as well as Financial) on e-tendering portal i.e. www.jktenders.gov.in under 2 bids system as per given below:

A. Technical Bid

- i) The e-Tender must be uploaded with an Earnest Money (Rs.2.00 Lakh only) in the form of CDR / FDR as per conditions of NIT, drawn from any Nationalized / scheduled Bank duly pledged to the Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra.
- ii) Tender Fee of Rs. 1000/- 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 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 security deposit.
- iii) PAN number
- iv) GST / SGST number
- v) Work Experience
- vi) Statutory compliances like EPF / CPF registration number
- vii) FSSAI certificate
- viii) Last 03 years Income Tax Return and Copies of audited statement of accounts / balance sheet for 3 financial years as per above

B. Financial Bid (BoQ):

- i. Price bid shall be as per BOQ & has to be submitted **online only**. (Format as per **Annexure – I**). 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 tenderer has to bid for any or all clusters having different locations as per the BOQ at Annexure-I. However, each cluster cumulatively with different locations shall be allotted to the highest bidder(s) only quoted against these clusters.**
- iv. 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.
- v. Price bids not conforming to above standards or deficient in any manner shall be rejected

5. Pre-Bid Conference

- (i) **A Pre-Bid Conference will be held on 27.12.2023 (01:00 PM) at Spiritual Growth Centre of Shri Mata Vaishno Devi Shrine Board, District: Reasi, J&K (UT)** to finalise the services to be rendered by the bidders. It is advised that before pre- bid meeting, the bidders should visit the site to acquaint themselves with the prevailing condition and sale potential of the site.
 - (ii) The Minutes of Pre-bid meeting will be uploaded on Shrine Board's official Website www.maavaishnodevi.org & www.jketenders.gov.in, for information of the bidders.
6. Only Hard copies of e-tender documents submitted online should be submitted in the Catering Section, Central Office of Shri Mata Vaishno Devi Shrine Board, Katra within the due date & time i.e. on **08.01.2024 upto 02.00 PM. Submission of Hardcopy of the Financial Bid leads to the rejection of the bid submitted online.**
 7. After the process of allotment is approved by the competent authority of the Shrine Board, the successful Company / firm / authorized distributor / franchisee shall be issued a Letter of Acceptance (LOA). The successful bidder shall have to execute a formal agreement deed after price finalizations based on mutual negotiations with the Board. All the terms and conditions of the e-NIT or any other modification(s) as arrived during process shall be incorporated in the agreement deed and the Company / firm / authorized distributor / franchisee shall be bound by all such terms and conditions.
 8. That the licensee shall erect their own temporary structure in shape of a wooden / Pre-fabricated cabins made of 304 Grade SS sheet at their own expense as per the design, size and specifications duly approved by the licensor on the location (as indicated in the **Annexure-I**) provided by the licensor for this purpose. The construction of Pre-fabricated structure made of 304 Grade SS sheet shall be done under the active supervision of the Civil Wing of the Shrine Board. The licensee shall have no right to make any permanent structure on the allotted spaces.

9. A license free fee period of **30 days** maximum shall be given to the successful tenderer for all other set up of the allotted spaces, from the day of signing the agreement deed. In no case, the license free fee period shall exceed **45 days** from the date of issuance of LOA.
10. The bidder shall pay license fee (exclusive of all taxes) per annum with an incremental increase of 5% (cumulative) in license fees every year. The GST is to be paid by the bidder alongwith license fee in advance on bi-annual (as the case may be).
11. The Shrine Board reserves the right to negotiate the items and the rates intended to be sold by the Principal Company / firm / or their authorized distributor / franchisee before issuing Letter of Acceptance. The Principal Company / Authorized franchisee/distributor participating in the bidding process should invariably attach list of items of their firm with portion size intended to be sold from the licensed premises / space. The licensee shall not revise the selling price of the items sold in the licensed premises for a period of atleast one year. The first request for modification of selling price shall be considered by the licensor only after one year of the contract is over.
12. It may be clearly understood by the parties that license so granted is not open to any other interpretation so as to create any right or interest qua the space / premises. The present arrangement is only a temporary permission to use the allotted spaces, by the licensee for the period mentioned herein above and is subject to the performance / observance of the terms, conditions and covenants mentioned therein. The legal possession of the licensed spaces shall always continue to be with the Shrine Board.
13. The Shrine Board also reserves the right to negotiate with any firm in case no bids are received or insufficient bids are received. The Shrine Board also 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.
14. Each page of the e-tender document should be signed and stamped by the participating bidder in acceptance of the terms and conditions, laid down by the Shrine Board.
15. 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.
16. The person / representative signing the tender / bid document on behalf of the bidder must be authorized by the Principal Company.
17. Tenders incomplete in any form will be rejected out rightly. Conditional offers will not be accepted, under any circumstances.
18. No Tenderer will be allowed to withdraw offer after submission of the tender, if any body does so, the EMD submitted by the tendering Company shall be forfeited.

19. In case, the successful tenderer declines the offer after finalization of contract or refuses to acknowledge or **execute the contract / agreement with the Shrine Board**, for what-so-ever reasons, the EMD submitted shall be forfeited and further penal action shall be initiated against the firm.
20. No child labour should be engaged for running business in the premises. All relevant labour laws must be adhered to during the contract. All persons engaged must undergo a prior character and antecedent check / police verification.
21. **TERMS OF PAYMENT**

The bidder in lieu of being permitted to use the space of the Shrine Board shall pay offered license fee to SMVDSB (exclusive of all taxes) in advance in equal instalments on half yearly basis for the period of contract. The payment offered / negotiated license fee for the first half yearly of contract shall be made in advance by the successful bidder within a period of 15 days from the date of issuance of Letter of Award (LoA). However, an extension upto a maximum 10 days may be granted to HB-1, over & above 15 days for depositing the same with a penal interest @ 24% per annum. The license fee shall be paid by the Licensee as per the below mentioned schedule:

Instalments	Due to be cleared	Remarks
1 st instalment	Before signing of the agreement deed.	Extension beyond the due date shall be granted by or before 5 th day of succeeding six months with penal interest @ 24% p.a for each day of delay.
2 nd instalment	06 months from the commencement of operation as per License Deed.	
3 rd instalment	12 months from the commencement of operation as per License Deed.	
4 th instalment	18 months from the commencement of operation as per License Deed.	

The time window for payment shall not exceed 25 days from the date of issuance of LOA in any case failing which:

- (i) The allotment shall stand cancelled.
 - (ii) EMD in the form of security deposit shall be forfeited, and
 - (iii) HB-1 shall be debarred for participating in the tendering process of SMVDSB for 3 years.
22. The bi-annual advance license fee in one single instalment shall be paid by the licensee by or before 5th day of succeeding each six months (as the case may be) and if the payment is delayed an interest @ 24% shall be levied upon the licensee till 30 days.
23. The advance instalments of license fee shall be paid to the Shrine Board through its Chief Accounts Officer. However in order to guarantee the payment of license fee, the licensee shall furnish an unconditional and unequivocal CDR / FDR / Bank Guarantee pledged in favour of the Chief Accounts Officer, Shri Mata Vaishno Devi Shrine

Board, valid for a period of 40 months, as security deposit within 15 days from the issuance of LoA for an amount equivalent to half yearly licensee fee including GST at the prevailing rate.

24. In the event of non-payment of license fee within stipulated time or between the grace period i.e. 30 days, it shall be lawful for the licensor (Shri Mata Vaishno Devi Shrine Board) to encash the Bank Guarantee so furnished without any notice to the licensee. Further, such an eventuality shall be treated as violation of the agreement deed and action shall be initiated to revoke the agreement deed and vacation of the licensed premises and the violator shall stand debarred from participation in any participation in future e-NIT's to be floated by SMVDSB over the next three years.
25. The Bank Guarantee in case of successful bidder shall be released at the end of expiry of the agreement period and on receipt of satisfactory performance report from concerned Area Head and after obtaining NOC from the PDD by the licensee.
26. The bidder shall pay license fee (exclusive of all taxes) per annum. The GST is to be paid by the bidder alongwith licence fee in advance on half yearly basis (as the case may be).
27. All the payments are to be made by the licensee to the licensor through NEFT or RTGS in Shrine Board A/C No. **026601000001** of (ICICI Bank, Katra), **IFSC- ICIC0001408** with due intimation of UTR No. to the licensor for record and reference.

28. **STATUTORY TAXATION LIABILITIES**

Notwithstanding the terms and conditions of the license deed governing the parties the statutory liabilities to meet and pay all taxes, charges, duties and levies including CGST / SGST shall be borne by the bidder in accordance with the law as the license fees is exclusive of aforesaid charges especially CGST / SGST. The tax liability as against the aforementioned license fee shall be payable by the bidder in accordance with the law in vogue.

29. That it is clearly understood by the parties that license so granted is not open to any other interpretation so as to create any right or interest qua the premises. The present arrangement is only a temporary permission to use the premises / spaces, granted in favour of the licensee for the period of two years further extendable upto one year subject to satisfactory performance and is and covenants mentioned in the e-tender. The legal possession shall always continue to be with the licensor.
30. That during period of the license, the bidder shall be liable to pay directly to the concerned authorities the electric charges, water charges all such taxes, levies and cesses as may be payable / imposed by the Govt. or any local authority for carrying out the business operations from the Licensed premises / spaces. The bidder shall be personally

liable to pay all such tariff as is imposed for such services by respective agencies.

31. That the bidder shall not sublet, under-let or enter into any kind of partnership or part with possession of the licensed premises in any manner. If it is found at any stage that the averments in this clause are infringed or violated, the Shrine Board (Licensor) shall have the right to cancel the contract or revoke the permission to use forthwith, in such eventuality the bidder shall have to remove the detachable / moveable material / prefabricated in the licensed premises without any demur and surrender the use and enjoyment of the licensed premises / spaces forthwith to the Shrine Board (Licensor).
32. That the SOP as prescribed by the Shrine Board, including the directions, which may be issued from time to time, shall be observed by the licensee and the staff employed by him. The employees deployed on duty by the licensee shall wear proper uniform and keep personal hygiene at all the times while on duty.
33. That it shall be the responsibility of the bidder to ensure, check, control and maintain the quality of eatables being sold to the pilgrims. The bidder shall have to ensure comforts and safety of the consumers / persons / pilgrims visiting the licensed premises / spaces.
34. That bidder directly or indirectly shall not and in any manner do anything as such that may hurt religious sentiments of the pilgrims. If, at any stage it is found or it transpires that the activities of the bidder are not commensurating with the religious sentiments of the people and pilgrims in particular, the Licensor shall have the right to cancel / revoke the license forthwith without any notice.
35. That the bidder shall not display and advertise or make publicity in respect of any kind of item other than such material except as permitted by the Licensor in writing.
36. That the bidder 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 bidder from the licensed premises. The bidder 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.
37. That the bidder shall solely be responsible for maintenance and cleanliness of the Licensed premises and disposal of used cups / bottles / used packaging material and so forth in an environmental friendly manner at garbage disposal location approved by Municipal Committee, Katra. The bidder shall install two dustbins on the either side of the licensed premises. The bidder can either pay sanitation charges to the Shrine Board or undertake the disposal of waste on its own.

38. That the bidder shall ensure that it's employees / workers / labour etc. strictly refrain from smoking of cigarettes or use of any tobacco products / alcohol or pan chewing within or around the location allotted to them. If any of the employees / workers / labour is caught smoking on track or inside the allotted premises a penalty of Rs. 10,000/- shall be imposed forthwith.
39. That the bidder and his workforce shall not misbehave with any customer, pilgrims or official of the Board, their behavior should be cordial to all, in all the time.
40. That the bidder should undertakes to be wholly and solely accountable and responsible for the conduct and performance of manpower engaged by it, and also undertakes to be responsible for any dispute arising out of labour and industrial laws/violations if any or any other law incidental thereto which may arise between the bidder and the manpower engaged by it or labour department. It further binds itself to indemnify the licensor for any loss.
41. That the bidder shall store and keep its material in hygienic condition and shall be responsible for the general cleanliness in and around the licensed premises.
42. That bidder shall protect the property of the Licensor from any consequential damage.
43. That the bidder shall take appropriate fire safety measures under the directions of qualified fire tenderer and shall put in place a robust fire fighting system in the allotted premises at its own expenses within a time frame of 04 months from the execution of agreement deed.
44. That the bidder shall abide by all the restrictions imposed and orders issued by the Licensor from time to time including the type of fuel to be used, electric, lighting and general cleanliness etc.
45. That on expiry of the period of the license, the license granted in favour of the bidder shall deemed to have been revoked and the bidder shall remove his belongings without any demur and voluntarily surrender the use and enjoyment of the licensed premises forthwith. In the event of failure of the bidder to vacate the licensed space, it shall be lawful for the Licensor to enter the property and take over the licensed premises thereof from the Licensee to which the bidder shall not have any objection. No notice would be required to be given to the bidder in respect of revocation of the license due to expire of the period of license.
46. That the bidder hereby admits and acknowledges that the Licensor shall have absolute and unconditional right to enter upon the licensed premises / spaces and remove all the belongings of the bidder without any objection of the bidder in event of violation of any terms and conditions of the deed.

47. That notwithstanding the period of license stipulated herein, the bidder may surrender the licensed premises to the Licensor during the subsistence of license by serving three months' notice to the Licensor communicating his intention to surrender the premises / spaces. The bidder will, however, be liable to pay license fee for the period of notice even if the bidder surrenders the premises before the expiry of three months. On receipt of the notice / intimation from the bidder 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 / spaces to some other person / persons upon such surrender.
48. That without prejudice to the right of the Licensor to terminate this agreement deed for violation of the obligations/ conditions of this agreement or the law, the Licensor shall have a right to terminate this agreement / license by giving two month prior notice in writing. In the event of termination / revocation of this agreement deed, the Licensor shall be under no obligation to give any reason for its decision to put to an end this agreement deed. In the event of termination / revocation of this agreement deed, the bidder agrees that it shall have no claim of any nature / kind against the Licensor.

PENALTY

49. The licensor will be at liberty to treat the following reasons as violation of agreement deed attracting monetary penalty of Rs. 5,000/- (Rupees Five 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:
- 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 Menu /menu 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 agreement deed.
 - k. Premises closed for more than four hours in a day.

50. That the employees of the licensee, who are directly/ indirectly in contact with the eatables , shall get Medical Fitness Certificate from the BMO, Katra.
51. That the bidder shall not operate or play any music without the express permission of the Licensor.
52. That the bidder shall install complaint / suggestion boxes at the licensed premises.
53. **The bidder shall be bound to comply with and meet the entire requisite legal and statutory obligation under the Legal Metrology laws applicable and prevalent in the UT of Jammu and Kashmir and in the event of breach or violation thereof it shall hold the licensee responsible thereto.**
54. That the bidder shall not have any right to make any addition, alteration improvement, changes or even effect any repair in the licensed premises / spaces without express approval of the Shrine Board in writing. Violation of this provision shall attract termination of the contract.
55. That the bidder shall not use any product / article, which causes environmental pollution, health hazards. The bidder shall ensure that its activities / operations do not cause any nuisance, pollution of any kind within or around the licensed premises / spaces. The bidder shall alone be responsible for the disposal by scientific methods, of the waste materials emanating and arising out of its activities.
56. That the bidder shall sell on the rates approved by the competent authority of the Shrine Board. The licensee shall display the rate list of all the articles being sold in the approved premises / spaces. Any deviation thereof will result in the revocation of the agreement deed. Moreover, all the billing have to be done through the POS machines and the licensor, its official and representative shall have the right to enter the licensed premise / spaces, to check, control and supervise the transactions of sale without the interference of the bidder.
57. That the licensor, its officials and representatives shall have the right to enter the premises / spaces at all the times to maintain and supervise the property. The bidder shall not prevent the official(s) / employee(s) and representatives of the licensor from maintaining and supervising the premises / spaces in any manner. Any interference or obstruction caused by the bidder shall be deemed to be the breach of the license rendering the bidder liable for eviction.
58. The Shrine Board shall not be held responsible for any loss or damage caused due to natural calamity, pandemic, change / blockade of route or any other circumstances, which affect the flow of yatra.

59. That the bidder shall obtain the food selling license from the competent authority under Food Safety and Standard Act or any other license required for carrying out business in the licensed premises.
60. In allotted premises only items approved by the Principal Company shall allow to be sold by the bidder. The request for revision / addition of items in the approved menu shall be considered only in cases of Principal Company abolishing existing product / launching new product.
61. **The licensor shall have the liberty to cancel the allotted premises / spaces to the firm in case of untimely payment of dues along with the interest as stipulated above.**

VALIDITY

62. The offer shall remain valid and open for acceptance for a period of 60 days from the date of opening of tenders, if the tenderer withdraws his tender before the expiry of the said period or makes any modifications in the terms and conditions of the tender, the earnest money/security deposited by the tenderer shall be forfeited without any notice.
63. The tenderer shall not be entitled to revoke or withdraw their tenders or vary or modify after its submission. If any such attempt is made the EMD shall be forfeited and the firm shall be debarred from future participation in tender process of SMVDSB, Katra

64. **OBLIGATIONS OF THE LICENSEE**

- a. The Licensee at its own cost shall install the Kiosk / Stall at the allotted space in consonance with the standards of the Principal Company after seeking approval from Shrine Board. The bidder be responsible for setting-up of equipments, furniture and other facilities in the allotted space at its own cost. Further construction/ renovation/ refurbishment as per the requirement of the Principal Company shall be carried out by the successful bidder at his own cost, subject to the prior approval of the Shrine Board. No furniture / fixtures or any other equipment / utensils required for the operations will be provided by the Licensor.
- b. The bidder shall install modern equipments.
- c. The bidder will not allow or permit his employees to participate in any trade Union activities or agitation in the premises of the owner and the Shrine Board reserves the right to demand change of any employee/ worker if need warranted.
- d. The bidder shall ensure that all safety precautions are properly taken during the process of services by its / their employees. Special emphasis will be laid on fire safety norms. Strict compliance is required in this clause and may lead to heavy penalty by the competent Authority.

- e. Maintenance of all civil structure, electrical, plumbing and carpentry installations in the Kiosk/ stall will be done by the bidder during the contract period. The bidder shall hand over the Kiosk/Stall after the completion of Contract in good condition.
- f. The bidder shall appoint fully qualified competent and skilful workers, supervisors and employees / workmen at their own cost to ensure that services rendered by them and the responsibility and obligations undertaken by them are carried out to the satisfaction of the Shrine Board.
- g. Bidder shall provide its employees / workmen with such equipments and other paraphernalia as may be considered necessary, at his own cost.
- h. Any damage caused to the structure due to negligence of the Licensee shall be borne by the bidder. Appropriate amount of penalty after due consideration will be imposed by the designated officer of the SMVDSB.
- i. The services will be provided round the clock on all days of the year with sufficient number of man power required to run the operation.
- j. SMVDSB shall not be responsible for any injury, accident disability, or loss of life to the bidder or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident, or loss of life shall be the sole responsibility of the bidder. The bidder has to make his own arrangement towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by him under their pay roll. Compliance of policy regulation viz. Payment of Minimum Wage Act, Employers Liability Act, Control Labour (regulation and abolition) Act, The Employees Compensation Act, Industrial Dispute Act, Martyr Benefit Act, Employees State Insurance Act, Provident Fund Act, Miscellaneous Provision Act, and Labour License of State and Central Government Act, as on the date in existence or revised / changes in future, will be whole sole responsibility of the Licensee.
- k. The bidder shall arrange police verification of all the employees to be deployed by him and submit such verification to the Office of the Manager, SMVDSB, Bhawan.
- l. There should be no case pending with the police against the proprietor / firm or the Company.
- m. The Chief Executive Officer, SMVDSB, reserves the right to withdraw/relax/interpret any of the terms and conditions mentioned hereinbefore; in such a situation the tenderer shall be given sufficient time to take the changes into account.

n. Notwithstanding the sub-divisions of the documents into separate sections or otherwise, every part of each section/part/point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.

65. **FAILURE AND TERMINATION**

If the performance of the bidder is not satisfactory, the Shrine Board may cancel the awarded contract, and subsequently, arrange another service provider out of H-2 / H-3 firms. Shri Mata Vaishno Devi Shrine Board shall not be responsible for any loss, damages, etc .suffered by the service provider as a result of such termination of contract.

66. **DAMAGES AND LOSSES**

The allotted space to the bidder stand at the risk and sole responsibility of the bidder and shall deliver the same in proper condition after the contract / Licence period. The cost of the repair of any damages as assessed by the Shrine Board shall be recovered from the security deposits of the Licensee.

67. **FORCE MAJEURE**

If during the currency of contract, there is any outbreak of war, natural calamity, pandemic or any other factor which effects the business whether financially or otherwise affects the execution of the contract, the Contractor unless contract is terminated under provision of this clause shall make his / her best efforts to complete the contract. However after outbreak of such war, Shri Mata Vaishno Devi Shrine Board shall be entitled to terminate the contract at any time by giving notice in writing. Force Majeure is hereby defined as a clause which is beyond the control of SMVDSB / Tenderer and which consequently affects the performance of the contract.

68. **ARBITRATION CLAUSE**

In case of any dispute arising between the parties to this e-tender and all matters connected therewith, both parties shall make every effort to resolve it amicably by direct informal negotiation. If, even after thirty days from the commencement of informal negotiation, the parties have not been able to resolve the dispute amicably, then such disputes / differences shall be resolved by Arbitration as per the Arbitration and Conciliation Act, 1996.

- Either party may request other of its intention that a dispute be submitted to Arbitration and both the parties shall meet within 15 days from the date of receipt of such request, to select a sole arbitrator mutually for the resolution of dispute and venue / seat of Arbitration shall be at Jammu.

- In the event that the parties cannot agree upon the selection of the sole Arbitrator, either party or both of the parties may move an application before the Hon'ble High Court at Jammu, under the Arbitration and Conciliation Act, 1996, for the appointment of sole Arbitration with seat / venue at Jammu for the resolution of disputes between the parties.

However, on failure of resolution of disputes through procedure elaborated above, the Courts at Jammu, Katra / Reasi alone, shall have the Jurisdiction with respect to subject matter of this e-tender.

Sd/-
(Dr. Sunil Sharma), JKAS
Jt. Chief Executive Officer



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

Annexure - I

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 Firms / Organizations / Authorized franchisees desirous of participating in the e-Bid of Shrine Board's mentioned locations for sale of non alcoholic and non aerated hot and cold beverages with eggless bakery and confectionery items to the pilgrims on "Leave and license basis" for a period of two years extendable by one year subject to the pilgrims feedback on such terms and conditions as may be agreed upon mutually by both the parties after the due date.

Ref. No: e.NIT No.: CO/Cat/394/1051

Dated: 18.12.2023

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.)
<u>Cluster – I</u>					
1	RD- 2.1 (Adhkuwari to Bhawan alternate track via Himkoti)	5'x5'	30 Lakh	xxxxx	xxxxx
2	RD- 3.575 (Adhkuwari to Bhawan alternate track via Himkoti)	5'x5'			
3	RD- 6.3 (Adhkuwari to Bhawan old track)	5'x5'			
4	RD- 8.1 (Adhkuwari to Bhawan old track)	5'x5'			
<u>Cluster – II</u>					
5	RD- 4.475 (Banganga to Adhkuwari Sector)	5'x5'	37 Lakh	xxxxx	xxxxx
6	RD- 2.825 (Adhkuwari to Bhawan alternate track via Himkoti)	5'x5'			
7	RD- 4.600 (Adhkuwari to Bhawan alternate track via Himkoti)	5'x5'			
8	Near Toilet Block 7 (Bhairon Ji Complex)	5'x5'			
<u>Cluster – III</u>					
9	RD- 5.125 (Banganga to Adhkuwari Sector)	5'x5'	32 Lakh	xxxxx	xxxxx
10	RD- 1.050 (Adhkuwari to Bhawan alternate track via Himkoti)	5'x5'			
11	Sanjichhat Helipad	5'x5'			
12	Ahead Bhairon	5'x5'			

Cluster – IV					
13	RD- 0.00 (New Darshani Deodi Tarakote Marg)	16'x12'	37 Lakh	Xxxxx	xxxxx
14	RD- 0.075 Near Battery Car Point Adhkuwari	8'x10'			
15	Sanjichhat Complex	6'x8'			

{Earnest Money Deposit (EMD) amounting to Rs.2.00 Lakh 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,
Central Office, Jammu Road, Katra (J&K) – 182301
E-mail: dyceos@maavaishnodevi.net, dmcatering@maavaishnodevi.net**

SCHEDULE-A

PRE QUALIFICATION APPLICATION FORMAT

S. No.	Particulars /Criterion	Attached at Page No.
1	Name of the Firm / Organization/ Authorized Distributor / Franchisees with Address (telephone number/contact Mobile No) along with brief description of background.	:
2	Details of Registration No, if any.	:
3	Proof of presence of Principle Company in at least 05 states of India including UT.	:
4	Proof of annual sales turnover of the Principal Company / reputed firm indicating sales more than Rs. 30.00 Crore (cumulative) last three financial years. In case the firm has incurred loss during Covid Pandemic the annual sales turnover for the year 2019-20 can also be considered.	:
5	In case of distributor / franchisee, proof of annual sales turnover more than Rs.04 Crore in 12 months (FY 2022-23)	:
6	Proof regarding agreement deed indicating that the firm has been appointed as distributor / franchisee for at least a period of next 05 years by the Principal Company / firm.	:
7	Proof regarding net worth of the Company / Firm or their distributor / franchisee as per latest 03 years audited. In case the firm has incurred loss during Covid Pandemic the annual sales turnover for the year 2019-20 can also be considered.	:
8	PAN & and copy of latest Income Tax Assessment order (2020-21, 2021-22 & 2022-23). In case the firm has incurred loss during Covid Pandemic the annual	:

	sales turnover for the year 2019-20 can also be considered.		
9	Proof of GST / ESI registrations, if any and the registration numbers thereof. (Copy of latest assessment order to be enclosed)	:	
10	Proof of FSSAI certificate.	:	
11	Detail of EMD	:	
12	Duration of validity of bid	:	
13	List of similar activity undertaken presently being run, with their location, validity of contract etc., if any.	:	
14	Bidder must possess an experience of at least 03 years in the similar trade. The bidder shall attach an experience certificate in this regard.	:	
15	The companies or firms or its subsidiaries / sister concerns bidding for the above e-NIT, should not have been suspended / black listed by any of Government Authority, PSU, Financial Institution, Court or Shri Mata Vaishno Devi Shrine Board. The bidder shall give an undertaking in the shape of an affidavit dully attested by Judicial Magistrate 1 st Class 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, otherwise the bid shall not be considered.	:	

No: CO/Cat/394/1051
Dated: 18.12.2023

Signature of Tenderer _____

Address _____



**OFFICE OF THE CHIEF EXECUTIVE OFFICER
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Central Office, Jammu Road, Katra (J&K) – 182301
Email: dyceos@maavaishnodevi.net, dmcatering@maavaishnodevi.net**

Annexure- II

List of Item (s) intended to be sold from kiosk earmarked for trade

S. No.	Name of the Item
1.	Sale of non alcoholic and non aerated hot and cold beverages with eggless bakery and confectionery items

**Sd/-
(Dr. Sunil Sharma), JKAS
Jt. Chief Executive Officer,
SMVD Shrine Board, Katra**

**No: CO/Cat/394/1051
Dated: 18.12.2023**



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

Annexure – III

Food and Beverage items not allowed for sale or use from the Licensed Premises by the Licensee.

(Negative List)

S. No.	Types of items
1.	Alcohol, non-vegetarian items (e.g. meat, fish, eggs etc.) are not allowed to be used either directly or by using the same as ingredient in any of food/beverage preparations.
2.	Use of Plastic, Polythene, Polystyrene foam (thermocool) or any non-biodegradable based cutlery, plates, cups etc. for packing or serving food or beverage items.
3.	Unpasteurised Milk.
4.	Gums and Jelly.
5.	Food and Beverage items containing drugs of any kind.
6.	Food / Beverage prepared from animal body fat.

**Sd/-
(Dr. Sunil Sharma), JKAS
Jt. Chief Executive Officer,**

**No: CO/Cat/394/1051
Dated: 18.12.2023**