



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

**Notice Inviting e-Tender**

**e-NIT No. CO/Pur/NE/316/3775**

**Dated: 26 .07.2024**

On behalf of Shri Mata Vaishno Devi Shrine Board, through Chief Executive Officer, (herein after referred as SMVDSB) e-Bids under Two bids system are invited from reputed professional manufacturers /authorized suppliers dealing in below prescribed materials/items (as per FSSAI Standards) for supply to Shri Mata Vaishno Devi Shrine Board, Katra, **initially for a period of Six Months , extendable upto one year from the date of issuance of 1<sup>st</sup> supply order or till the finalization of fresh rate contract whichever is later, at F.O. R at Non-Engineering Stores Banganga Katra on same rates, terms and conditions, subject to satisfactory supply and sole discretion of the Competent authority of SMVDSB.**

Sr. No.	Name of items	Req. Qty.	Tender Fee (non refundable)	Amount of EMD in the shape of CDR / FDR
1.	Food Plate: Round Shaped made of Biodegradable “Food Grade” Paper/Paper Board at least 380 GSM. The Plate should be at least 1” deep with top inner diameter of at least 8.5”. The Food Plate should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after food item is poured.	As per the requirement of SMVDSB from time to time during the Rate Contract Period or till the finalization of Fresh Rate Contract whichever is later.	Rs.1500/-	Rs. 4,55,000.00
2	<b>Food Bowls:</b> Round shaped Food Bowl of at least 6” top inner diameter and at least 1” deep. The Food Bowls should be made of <b>Biodegradable “Food Grade”</b> Paper/Paper Board of 380 GSM. The Food Bowls should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after the food item is poured.			

The e-NIT consisting of Qualifying Information, Eligibility Criteria, Specifications, Bill of Quantities, (B.O.Q), 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 schedule:

Date of Publishing of e.NIT	<b>26 - 07- 2024 at 03 PM</b>
Download Start Date	<b>26- 07- 2024 from 3.30 PM onwards</b>
Bid Submission Start Date	<b>26- 07- 2024 from 3.30 PM onwards</b>
Bid submission End Date (Online)	<b>09-08- 2024 upto 02 PM</b>
Date of Opening of Technical Bid (Online)	<b>10-08- 2024 upto 03 PM</b>
Date of Opening of Financial Bid (Online)	Shall be intimated to the technically qualified bidders.

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](http://www.jktenders.gov.in). However, the Bid document is also available on the official website of SMVDSB i.e. [www.maavaishnodevi.org](http://www.maavaishnodevi.org) for reference purpose only.

Non Refundable Tender Fee of Rs. 1500/- (Rupees One Thousand Five Hundred Only) shall be deposited through NEFT in the official account of SMVDSB Account No. 0235040500001804, IFSC – JAKA0KATTRA (“0” Zero) without which the tender/offer shall be rejected out rightly. In case of NEFT transfer, the bidder shall mention UTR No. in the prescribed Technical Bid Form at Annexure-‘A’.

The Earnest Money in the form of **CDR / FDR to FA/Chief Accounts Officer, SMVDSB, Katra amounting to Rs. 4,55,000.00 (Rupees Four Lakh Fifty Five Thousand only)** from any Nationalized / scheduled Bank or through NEFT shall be deposited in the official account of SMVDSB Account No. 0235040500001804, IFSC – JAKA0KATTRA (“0” Zero). The same shall be uploaded along with Technical Bid Documents on e-tendering portal without which the offer submitted by the participating bidder shall not be considered.(Hard copy of the EMDs, in a separate envelope, shall be deposited via Registered Post **or** Speed Post or by hand in the office of the Chief Executive Officer , Purchase Department Shri Mata Vaishno Devi Shrine Board, Katra without which the offer submitted online shall not be considered).

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 by hand in the office of Chief Executive Officer, Purchase Department Shri Mata Vaishno Devi Shrine Board, Central Office, Katra– 182301 before the opening of the technical bid **i.e. 10 -08-2024 upto 03:00PM** without which the offer submitted online by the bidder shall not be considered. SMVDSB is not responsible any postal delay whatsoever.

**Note: Read all the Terms and Condition mentioned in the e-NIT carefully before the submission of the bid. No claim shall be entertained after the opening of Bid (Technical as well as Financial).**

Sd/-  
(Dr. Gopal K Sharma)  
Asstt. Chief Executive Officer  
S. M. V. D. Shrine Board, Katra

### **Instruction to bidders regarding e-tendering process:-**

1. 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)**.
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 bidders shall be opened online which shall be communicated separately.
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.
7. Bids will be opened online as per time schedule mentioned in the 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 bid must be filled and submitted online.
11. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents.
12. 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.
13. Bidders are advised to use "My Documents" area in their user on **<http://jktenders.gov.in>**, e-tendering portal to store important documents like Balance sheet, GST Registration Certificate, Tax Clearance Certificate, IT certificate, Manufactures authorization and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
14. 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.
15. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF \ Scan properly.
16. The guidelines for submission of bid online can be downloaded from the website **<http://www.jktenders.gov.in>**.
17. SMVDSB, 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 should carefully study the document and prepare his tender with consideration of all provisions of the document. He should fully acquaint himself with site conditions and all other factors which may influence preparation of his tender.



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**Notice Inviting e-Tender**

**e-NIT No. CO/Pur/NE/316/3775**

**dated: 26.07.2024**

**Subject:** e-Tenders under two bids system are invited for and on behalf of SMVDSB through Chief Executive Officer reputed professional manufacturers /authorized suppliers dealing in supply of Food Plates & Food Bowls ( as per FSSAI standard) along with 10 samples each to Shri Mata Vaishno Devi Shrine Board, Katra, **initially for a period of Six Months , extendable upto one year from the date of issuance of 1<sup>st</sup> supply order or till the finalization of fresh rate contract whichever is later, at F.O. R at Non-Engineering Stores Banganga Katra on same rates, terms and conditions, subject to satisfactory supply and sole discretion of the Competent authority of SMVDSB** as per the detail given below:-

**1. REQUIREMENT:**

e-Tenders under two bids system are invited for and on behalf of SMVDSB through Chief Executive Officer from the reputed professional manufacturers /authorized suppliers in Supply of Food Plates & Food Bowls to Shri Mata Vaishno Devi Shrine Board, Katra initially for a period of Six Months, extendable upto one year **from the date of issuance of 1<sup>st</sup> supply order or till the finalization of fresh rate contract whichever is later, at F.O. R at Non-Engineering Stores Banganga Katra on same rates, terms and conditions, subject to satisfactory supply and sole discretion of the Competent authority of SMVDSB.**

**2. TENDER SCHEDULE:**

Date of Publishing of e.NIT	<b>26 - 07- 2024 at 03 PM</b>
Download Start Date	<b>26- 07- 2024 from 3.30 PM onwards</b>
Bid Submission Start Date	<b>26- 07- 2024 from 3.30 PM onwards</b>
Bid submission End Date (Online)	<b>09-08- 2024 upto 02 PM</b>
Opening of Technical Bid (Online)	<b>10-08- 2024 upto 03 PM</b>
Opening of Financial Bid (Online)	Shall be intimated to the technically qualified bidders.

- In case of holiday the bids will be opened on the next working day. Further the price bids of only those tenderers shall be opened who qualify for the same after scrutiny of the documents in technical bid which shall be notified separately.
- The NIT is also available on SMVDSB website **www.maavaishnodevi.net** for reference only.
- SMVDSB will not be responsible for any delay in online submission of the bid due to any reason (Technical or otherwise).
- Conditional bids are liable to be rejected.
- In case the tenderer interested to submit their e- tender for one item only out of two items mentioned in the e- NIT, then the tenderer prepared Earnest Money in the shape of CDR/FDR of the prescribed amount only mentioned in this e- NIT.

**3. PROCEDURE FOR SUBMISSION OF TENDER/ELIGIBILITY CRITERIA**

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) **Tender Fee:-** Non Refundable Tender Fee of Rs. 1500/- (Rupees One Thousand, Five Hundred Only) through NEFT which shall be deposited in the official account of SMVDSB Account No. 0235040500001804, IFSC – JAKA0KATTRA (“0” Zero) without which the tender/offer shall be rejected outrightly. In case of NEFT transfer, the bidder shall mention UTR No. in the prescribed Technical/ Financial Bid Form at **Annexure-‘A’ and ‘B’**.
- ii) **Earnest Money Deposit:-**The Earnest Money Deposit in the form of CDR / FDR pledged to FA/Chief Accounts Officer, SMVDSB, Katra amounting to Rs. 4,55,000.00 (Rupees Four Lakh Fifty Five Thousand only) drawn from any Nationalized / scheduled Bank or through NEFT which shall be deposited in the official account of SMVDSB Account No. 0235040500001804, IFSC – JAKA0KATTRA (“0” Zero) without which the tender/offer shall be rejected outrightly. In case of NEFT transfer, the bidder shall mention UTR No. in the prescribed Technical/ Financial Bid Form at **Annexure-‘A’ & ‘B’**
- iii) The copy of tender fees and EMD deposit shall be uploaded alongwith Technical Bid Documents on e-tendering portal without which the offer submitted by the participating bidder shall not be considered. In case of DD/CDR/FDR, the hard copies shall be deposited in the office SMVDSB before the opening of Online Technical Bid without which the offer submitted online shall not be considered.
- iv) **Bidder’s Credentials:-** The bidders shall submit their credentials of the firm as per **Annexure – “C”**
- v) **GST Registration Certificate & PAN:** - Self attested copy of GST Registration Certificate and PAN to be attached .
- vi) **Experience / Past Performance:-**
  - a. The Bidder (manufacturer / Authorized supplier) should have regularly for atleast last three years ending 31<sup>st</sup> March of the previous financial year, manufactured / supplied the material mentioned in the e-NIT with the same or higher specifications as per Annexure – A (supply orders to be attached.)
  - b. The bidders should have manufactured or supplied at least 60% of the estimated quantity of the similar nature of products in at least one of the last five (05) years ending 31<sup>st</sup> March (supply order to be attached).
- vii) **Capability, Equipment & Manufacturing Facilities:-** The bidder must have an annual capacity to either manufacture or supply atleast the estimated quantity (self certificate to be attached).
- viii) **Financial Standing under all conditions:-**
  - a. The average annual financial turnover of the “The Bidder” during the last three years, ending 31st March of the previous year should be 40-80% of the estimated cost as per the annual audited balance sheet and profit & loss account of the relevant period duly authenticated by a Chartered Accountant. Copies of the ITRs for the last three (03) years to be attached. **(The turnover of the sister concern firms / subsidiaries shall not be considered by Shrine Board).**
  - b. Bidder (Manufacturer / Authorized supplier) should not have suffered any financial loss for more than one year during the last three (03) years ending on the 31 st March of the previous year.
  - c. The Net Worth of the Bidder (Manufacturer / Authorized supplier) should not be negative on 31st March and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March.

- IX) Declaration Certificate:-**Declaration Certificate that no case is pending with the police / court against the bidder / firm / company /Agency and not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc **(as per annexure D**
- X) Submission of Signed and Stamped documents:-** The bidder shall submit duly signed and stamped tender Document conforming the acceptance of Terms and Condition mentioned in the e-NIT.
- XI) No Deviation Certificate:** - The bidder shall submit No Deviation Certificate as per format enclosed at **Annexure – E**.
- XII) Affidavit regarding supply of material:-**Affidavit duly attested by Notary/1<sup>st</sup> Class Magistrate in support of the supply of material during the rate contract Period or till the finalization of Fresh Rate Contract whichever is later.

**Note: Scanned Copies of all the Technical Bid documents have to be uploaded online without which the offer submitted by the firm shall not be considered.**

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

- i) Price bid shall be as per BOQ & has to be submitted **online only**. **(Format as per Annexure–B)** Submission of the Hardcopy of the same tantamount to 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 and whose samples are found acceptable.
- iv) Rates are required to be quoted strictly as per prescribed UOM mentioned in the BOQ.

**4. Submission of Bids:**

**All the prospective bidders shall have to upload all the technical documents and financial offers on e-Tendering portal i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in). as per the schedule mentioned in the e-NIT. The bidders have to submit hardcopies of the uploaded technical bid documents by or before the due date. Submission of Hard copy of financial bid may leads to cancellation of the bid submitted online by the bidder. No claim/ query shall be entertained after opening of the online bid (Technical as well as Financial).**

**5. Description of the Material:**

S. No	Name of Items	Description of items
1.	Food Plate	Round Shaped made of Biodegradable “Food Grade” Paper/Paper Board at least 380 GSM. The Plate should be at least 1” deep with top inner diameter of at least 8.5”. The Food Plate should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after food item is poured.
2.	Food Bowl	Round shaped Food Bowl of at least 6” top inner diameter and at least 1” deep. The Food Bowls should be made of <b>Biodegradable “Food Grade”</b> Paper/Paper Board of 380 GSM. The Food Bowls should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after the food item is poured.

The supplier shall ensure following parameters to maintain quality, durability and environmental sustainability of the products:

- i) High quality food grade paper free from harmful chemical and dyes must be used for the tableware.
- ii) Tableware should be capable of withstanding temperatures ranging from -20°C to 100°C.

- iii) Products must be certified according to ASTM D 6400 or EN 13432 standards and the supplier should provide proof of certification from a recognized body.
- iv) Packaging should be clearly labeled with product dimensions, capacity and quantity.
- v) Each batch should come up with the certificate of conformity indicating compliance with the specified standards.

## **6. RATES:**

- i. The Rates should be quoted at the prevailing GST Rate without which the bid shall be rejected. The parties who are filing GST return on quarterly basis should file monthly IFF return.
- ii. The rates quoted must be F.O.R. Non Engineering Store, Banganga, Katra inclusive of GST, levies/discounts & other taxes.
- iii. The successful bidder shall have to mention the GST No. 01AAETS9822J1ZC of Shri Mata Vaishno Devi Shrine Board Katra while raising their bill of supplies. While filing GSTR-I, the successful bidder shall classify the supply / Service made to Shrine Board under Business (B to B) Sales. The successful bidder shall also mention six digit HSN code of the material to be supplied. In case the successful bidder doesn't upload / mention the bill under B to B, the GST amount levied in the Bill shall not be paid.
- iv. The successful bidder shall file GSTR 1 and 3B within the due dates prescribed under the CGST / SGST Act 2017 so as to enable SMVDSB to claim timely input credit. In case of default, interest @2% per-month of tax amount shall be charged and recovered from the defaulting supplier.
- v. "In case the successful bidder is filing GST returns on quarterly basis he must file the Invoice Furnishing Facility (IFF) on monthly basis for Bills to Shrine Board".
- vi. After the successful culmination of tender, if the approved bidder refused to comply with the rate approval order and subsequently the supply orders on account of any reason, the same firm/firms shall be debarred from further dealing with the Board for a continuous period of 03 years and the stipulated CDR/FDRs of the firm shall be confiscated.
- vii. The rate approval order finalized with effect from the date of approval on the basis of these tenders shall remain in force for a period of Six Months, F.O.R at Non Engineering Store , Banganga (Katra), extendable to one year from the date of opening of Financial Bid online/issuance of Rate approval order/1<sup>st</sup> supply order or till the finalization of fresh rate contract whichever is later on same rates, terms and conditions, subject to satisfactory and sole description of the Competent authority of Shrine Board. The supplier will have to supply the material against the supply orders issued by this office from time to time during the rate approval period or till the finalization of Fresh Rate Contract whichever is later.
- viii. No escalation in the basic rate of item shall be allowed by SMVDSB during currency of Contract. If the rate of GST is increased/ decreased or a new tax is introduced or an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of performance/evaluation of contract, which was or will be assessed on the bidder in connection with the performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be. However no escalation in the basic cost of the item shall be allowed during the currency of the contract.
- ix. If at any time it is established that successful tenderer has sold the items to any other Government /Semi-Government/ Private Hospitals/department/ Institutions at a lesser price, he shall be liable for reimbursement of the excess rates charged besides imposition of penalty. Also in case the printed rates are lower than quoted rates, then printed rates shall be payable.

## **7. RIGHT RESERVED BY SMVDSB**

- a) The Shrine Board reserves the right to split the demand among one or more qualified bidders at the approved rate after culmination of successful e-NIT.

- b) The Shrine Board reserves the right to reject, accept or prefer any tender in part or full at any stage if not in conformity to the specifications, terms & conditions mentioned in the e-NIT. Shrine Board also reserves the right to re-invite the tender at its sole discretion.
- c) The Shrine Board reserve the right to negotiate the quoted rates, terms and conditions with the lowest tenderer or any of the other tenderers on quality basis to ascertain the suitability of the acceptable offer.
- d) The Competent authority of SMVDB reserves the right to:-
  - a) To cancel/ terminate the e-NIT / supply order / letter of award (LOA) during the period of its validity without assigning any reason thereof.
  - b) To forfeit the CDR/FDR of defaulter supplier.
  - c) Debarring any defaulter from any further dealing with Shrine Board.
  - d) Grant of extension with or without imposing penalty, as deemed fit.
- e) In case of any dispute arising between the parties hereto, relating to the supply of Food Plates and Food Bowls and all matters connected therewith, both parties shall make every effort to resolve it amicably by direct informal negotiation. If the parties have not been able resolve the dispute amicably, then such disputes/differences shall be resolved by arbitrator as per The Arbitration and Conciliation Act,1996.
  - i. 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 appoint/nominate a sole arbitrator mutually for the resolution of dispute and venue/seat of Arbitration shall be at Jammu.
  - ii. In the event that the parties cannot agree upon the appointment/nomination of the sole Arbitrator, either of the 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 Arbitrator with seat/venue at Jammu for the resolution of disputes between the parties.
  - iii) The competent authority of SMVDSB reserves the right to exempt any of the qualify criteria, in case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past, subject to meeting the specifications and quality of the product.

## **8. SIGNING OF TENDERS:**

Each page of the tender (Technical bid) which is to be submitted in physical form tenderer / authorized signatory of the company / firm conforming the acceptance of the Terms and Conditions as laid down in the e.NIT document.

## **9. VALIDITY:**

- i. The offer shall remain valid and open for acceptance for a period of **90 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.
- ii. The rates quoted by the tenderers shall be valid for a period of Six Months, F.O.R at Non Engineering Store , Banganga (Katra),extendable to one year on same rates, terms and conditions, subject to satisfactory and sole description of the Competent authority, from the date of opening of Financial Bid online.

## **10. PAYMENT:**

**No advance payments shall be made:-** The payment shall be made after receipt of complete material at Non-Engineering Stores, Banganga Katra within a period of 20 days from the date of issuance of G.R.



#### **11. DELIVERY PERIOD:**

The successful tenderer shall have to deliver the ordered within the time period mentioned in the subsequent purchase orders. The material shall be supplied immediately from ready stock from the date of placement of purchase order for it shall be expected from the successful tenderers(s) that they keep sufficient stock of the approved item(s) for immediate supply of the ordered item(s).

#### **12. INSPECTION / LIFTING BACK OF REJECTED SUPPLIES:**

- i. The material supplied shall be checked / inspected by the quality cell / inspecting team of Shrine Board and if found of inferior quality/defective, the same shall be rejected and is also liable to penalize, as deemed fit by the Competent authority of SMVDSB.
- ii. The quality inspection officer/ cell is authorised to conduct prescribed testing of the material during the supply period from any of the authorized lab, if deemed necessary.
- iii. The rejected material shall have to be lifted by the supplier at his own risk and cost within a week's time falling which storage charges per day as may be deem fit to the authority shall be levied.
- iv. In case the supplies are rejected, same shall be lifted back by the supplier within 07 days from the date of intimation from this office, failing which the penalty @ 2% of the total value of rejected supplies per day shall be imposed against the supplier for a period of one week which shall be doubled in subsequent weeks and the rejected material in the stores shall be at the risk of the firm. Beyond one month the material shall be auctioned and storage charges shall be recovered from the supplier @2% per day. The amount acquired on account of auctioning shall be deposited to SMVDSB Account.

#### **13. PENALTY: Following penalties shall be imposed after delay beyond the delivery period, subject to acceptance by the Competent authority of SMVDSB:-**

- a) upto 7 days @ 0.5%
- b) From 8<sup>th</sup> day to 15<sup>th</sup> day @ 1%
- c) From 16<sup>th</sup> day to 22<sup>nd</sup> day @ 1.5% and
- d) From 23<sup>rd</sup> day to 30<sup>th</sup> day @ 2% shall be imposed on each pending item as per the approved rate/quantity mention in the purchase order of the value of the pending supplies.
- e) Further delay shall attract penalty @1% every 10<sup>th</sup> day.
- f) In case of incomplete supply received, an amount equal to 2% of the total value of non-supplied material shall be deducted from the due payment of the supplier.

#### **14. FORCE MAJEURE:**

Any failure or omission to carry out the provisions of the order shall not give rise to any claim by one party against the other, if such failure or omission arises from an "Act of God" which shall include all acts of Natural Calamities such as fire, flood, earthquakes, hurricanes or any pestilences or from civil strikes, compliances with any statute or regulations of the Government lock outs and strikes, riots, embargoes or from any other reasons beyond the control of the parties including the war (Whether declared or not) Civil War or State of Insurrection

#### **15. JURISDICTION:**

In case of any disputes arises hereto, the parties to this e-NIT shall adopt the procedure prescribed in clause 7(e) RIGHTS RESERVED BY SMVDSB. However on failure of resolution of disputes as per procedure provided/adopted above, the Courts at Jammu, Katra/Reasi alone, shall have the jurisdiction with respect to subject matter of this e-NIT.

16. **Other Terms and Conditions:**

- i) **The participating firm shall have to submit 10 samples of each Food Plates & Food Bowls as per the required specifications strictly as per the specifications mentioned at Annexure "A" of Technical Bid without which the offer submitted online shall not be considered.**
- ii) The tenderer shall not be entitled to revoke or withdraw their tenders or vary or modify after its submission.
- iii) The tenders shall be opened on the same day or any other subsequent day convenient to the authorities in presence of such tenderers who may choose to be present at the time of opening.
- iv) These terms and conditions will form an integral part of the Rate approval order / supply order with the successful tenderer(s), which the tenderer shall have to enter into with the SMVDSB.
- v) In case of any dispute arising out of the Rate Approval Order / Supply order, the Chief Executive Officer / Addl. Chief Executive Officer, SMVDSB, Katra shall be the Arbitrator and his decision shall be final and binding upon both, the supplier as well as the Shrine Board.
- vi) The tenderers furnishing the CDR for an amount less than the stipulated amount mentioned in the **Tender quoting the exemption as Small Scale Industries or any other reason shall not be entertained and the tender shall be out-rightly rejected**
- vii) Conditional, illegible, ambiguous tender(s) received after the stipulated date and time shall be out rightly rejected. **Furthermore, no increase in rates (of any sort) shall be entertained by Shrine Board during the rate contract or till the finalization of Fresh Rate Contract.**
- viii) The quantities mentioned in the Tender Format are indicative in nature and can be increased / decreased substantially according to requirement from time to time during the currency of contract.
- ix) No increase in rate shall be entertained by the Board during the currency of Rate Approval. However, any change in the taxation by the Govt. shall be considered by the Board and based on the reasonability of the rates; decision shall be taken at the discretion of Board.
- x) These terms and conditions and any other communication exchanged by the SMVDSB with the Tenderer shall form integral part of the contract/ agreement with the successful tenderer(s).
- xi) The EMD of the successful tenderer(s) shall be retained as a Security Deposit and the same shall be released after the successful culmination of the Contract period, including extended period if any.
- xii) **The tenderer shall have to submit a copy of Laboratory testing report that their product is made of Biodegradable and "Food Grade" only in absence of which the offer shall not be accepted. In this regard, the tenderer shall have to submit an affidavit that the material being purchased for preparation of Food Plates & Food Bowls from the concerned Mills is made of Biodegradable and Food Grade item only.**
- xiii) The EMD in respect of un-successful tenderer (s) shall be released after the allotment of the contract to the successful bidder.
- xiv) In case of any revision of GST/local taxes, same shall be borne by the supplier.
- xv) The Rate Approval Contract shall be initially for a period of Six Months, extendable upto one year on same rates, terms and conditions, subject to satisfactory supply during the contract period as per the sole discretion of the competent authority of SMVDSB and subject to validity of EMD.

**Sd/-**  
**(Dr. Gopal K Sharma)**  
**Asstt. Chief Executive Officer**  
**S. M. V. D. Shrine Board, Katra**



**OFFICE OF THE CHIEF EXECUTIVE OFFICER,  
SHRI MATA VAISHNO DEVI SHRINE BOARD,**  
Central Office, Jammu Road, Katra (J&K) – 182301  
Fax: +91- 1991-232120 Tel.: +91-1991-232189

**E-mail: nes\_purchase@maavaishnodevi.net, ddm@maavaishnodevi.net**

**Annexure – A**

To,

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

**Subject: e-NIT for Supply of Food Plates & Food Bowls.**

**Ref. No: e- NIT No: CO/Pur/NE/316/3775**

**Dated: 26 -07 -2024**

**UTR No: \_\_\_\_\_**

**CDR/FDR No: \_\_\_\_\_**

**Dear Sir,**

I, \_\_\_\_\_ authorized representative of M/s \_\_\_\_\_ hereby submit the e.tender for the **Supply of Food Plates & Food Bowls as per the required specifications of SMVDSB or higher specifications along with 10 samples of each Food Plates & Food Bowls from time to time during the Rate Contract Period or till the finalization of Fresh Rate Contract.**

<b>S. No</b>	<b>Description of Material.</b>	<b>Approx. Qty. required</b>
1	<b>Food Plate:</b> Round Shaped made of <b>Biodegradable “Food Grade” Paper/Paper Board</b> at least 380 GSM. The Plate should be at least 1” deep with top inner diameter of at least 8.5”. The Food Plate should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after food item is poured.	30,00,000 Nos
2	<b>Food Bowls:</b> Round shaped Food Bowl of at least 6” top inner diameter and at least 1” deep. The Food Bowls should be made of <b>Biodegradable “Food Grade” Paper/Paper Board</b> of 380 GSM. The Food Bowls should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after the food item is poured.	15,00,000 Nos

I further affirm that I have read and fully understood the tender notice and agree to abide by all terms and conditions laid in the e.NIT, 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 will be liable to the penalties under rules mentioned in the terms and conditions.

Yours faithfully,

Signature\_\_\_\_\_

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

Name of the Contact Person: \_\_\_\_\_

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

E-mail Id: \_\_\_\_\_



OFFICE OF THE CHIEF EXECUTIVE OFFICER,  
SHRI MATA VAISHNO DEVI SHRINE BOARD,  
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Annexure – B

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

**Subject: e-NIT for Supply of Food Plates & Food Bowls.**

Ref. No: e-NIT No: CO/Pur/NE/316/3775

Dated: 26-07-2024

UTR No: \_\_\_\_\_

CDR/FDR No: \_\_\_\_\_

Dear Sir,  
I, \_\_\_\_\_ authorized representative of M/s \_\_\_\_\_  
\_\_\_\_\_ hereby submit the e.tender for the **Supply of Food Plates & Food Bowls**  
as per the required specifications of **SMVDSB** or higher specifications along with 10 samples of each  
**Food Plates & Food Bowls** from time to time during the Rate Contract Period or till the finalization of  
**Fresh Rate Contract.**

S. No.	Description of Material.	Req. Qty.	Net Rate inclusive of GST and other expenses FOR Non Engg., Banganga, Katra
01.	<b>Food Plate:</b> Round Shaped made of <b>Biodegradable "Food Grade" Paper/Paper Board</b> at least 380 GSM. The Plate should be at least 1" deep with top inner diameter of at least 8.5". The Food Plate should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after food item is poured.	30,00,000 Nos	
02.	<b>Food Bowls:</b> Round shaped Food Bowl of at least 6" top inner diameter and at least 1" deep. The Food Bowls should be made of <b>Biodegradable "Food Grade" Paper/Paper Board</b> of 380 GSM. The Food Bowls should be liquid and oil resistant or should be able to resist absorption of liquid & oil for at least twenty minutes after the food item is poured.	15,00,000 Nos	

I further affirm that I have read and fully understood the tender notice and agree to abide by all terms and conditions laid in the e.NIT, 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 will be liable to the penalties under rules mentioned in the terms and conditions.

Yours faithfully,

Signature \_\_\_\_\_

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

Name of the Contact Person: \_\_\_\_\_

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

E-mail Id: \_\_\_\_\_

**Annexure – C**

**(ON THE LETTER HEAD OF THE FIRM)**

**BIDDER'S DETAIL**

Name of the Supplier / Party / Firm		
Name of the Authorized Representative		
Mailing Address:		
Phone/Landline No		
Mobile No.		
Fax No.		
E-mail Address		
Website Address (if any)		
Bank details for payment through NEFT / RTGS	Name of the Bank:	
	Branch	
	Account No	
	IFSC Code	
	MICR No	

**Note:** Submit a cancelled cheque for verification of above bank details.

**Seal and Signature of the bidder**

Place:

Date:

**(ON THE LETTER HEAD OF THE FIRM)**

**DECLARATION**

I / We hereby declare that no case is pending with the police / court against the bidder / firm / company (Agency). Also, I / We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

**Seal and Signature of the bidder**

Place:

Date:

**(ON THE LETTER HEAD OF THE FIRM)**

**Ref. No: CO/Pur/NE//316/3775**

**Dated: 26 -07-2024**

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions mentioned in the e.NIT. We hereby undertake and confirm that we have understood the specifications properly and shall supply the material of to SMVDSB during the Rate Contract Period or till the finalization of Fresh Rate Contract whichever is later.

**Seal and Signature of the bidder**

Place:

Date:

### **Important Instructions to the Tenderer(s):-**

- a) The firms participating in the said e.NIT are requested to furnish the name of the Brand / Make to be supplied by them without fail.
- b) Each specification must be quoted in the same format and order of sequence as mentioned in the tender document and specify/indicate the verification document from the product data sheet against each column.
- c) When required information other than those in the data sheets should be provided as a separate document and should refer to the specific sections being addressed.
- d) When standard vendor data sheet disagrees with bid, clarifications should accompany necessarily.
- e) In absence of data sheet provided by the tenderer(s), the decision of the technical committee shall be final and binding on the tenderer(s).
- f) Representation, if any, related to technical bid(s) shall have to be made within 15 days from the date of opening of technical bids and thereafter no representation whatsoever shall be considered.
- g) Representation, if any, related to financial bid(s) shall have to be made within 10 days from the date of opening of financial bids and thereafter no representation whatsoever shall be considered.
- h) The tenderer(s) shall be bound to provide benchmark supply order copy of institutions if asked by SMVDSB.
- i) If at any stage, any dispute arises between the tenderer(s) and **SMVDSB**, the terms and conditions of the NIT shall prevail over the offer of the tenderer. Further the tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions. No enquiries (verbal or written) shall be entertained in respect of acceptance or rejection of the tender.
- j) If during the processing of the NIT or during the currency of the contract, the offered item(s) are upgraded or a new variant/model is introduced then the participating tenderer(s) shall be bound to supply the upgraded/improved version if asked by SMVDSB free of cost.
- k) In no case plea of discontinuation of the quoted/approved item(s) or any other issues with regard to quality controls etc. shall be accepted & therefore the participating companies are advised to ensure quoting of such item(s) only which are of standard quality & those which are not likely to be discontinued till the currency of the contract.
- l) Also if the equipment/technique etc. has been mentioned against the tendered item(s), then in such case it shall be implied that the participating company(s) have quoted item(s) fully compatible to such equipment/technique.
- m) The tenderer(s) should quote against the unit size indicated in the BOQ for each item(s), Further the item(s) which comes in different sizes, it shall be construed that the rates for all such sizes is same irrespective of the size unless otherwise mentioned explicitly.
- n) The tenderer must attach upto date valid ISI license of quoted grade(s) of the material to be supplied as mentioned in the NIT document failing which the offer will not be considered.