



**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: sanitation@maavaishnodevi.net, acf@maavaishnodevi.net

Notice Inviting e-Tender

e-NIT No. CO/SW/BGP/03/10 of 2024, Dated: 17.12.2024

e-Tender on the prescribed format are invited on behalf of Chairman of Shri Mata Vaishno Devi Shrine Board through Chief Executive Officer from the reputed Proprietor firm/ Companies/ Limited Liability Partnership (LLP) dealing in Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 05 years”:

| S. No | Description of work | Approx cost of work (in Rs.) | Tender Fee (in Rs.) | Earnest Money Deposit (in Rs.) |
|--------------|---|-------------------------------------|----------------------------|---|
| 1. | Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 05 years | 90,00,000/- | 1500/- | 1.80 Lakh i.e 2% of project cost |

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 websites:- <http://jktenders.gov.in> www.maavaishnodevi.org as per following:

| | |
|--|---------------------------------------|
| Publishing Date | 17.12.2024 at 04:00 PM |
| Bid Download Start Date | 17.12.2024 at 04:00 PM |
| Pre Bid Conference | 21.12.2024 at 01:00 PM |
| Bid Submission Start Date | 23.12.2024 at 01:00 PM onwards |
| Bid submission End Date (Online) | 04.01.2025 at 04:00 PM |
| Submission of Hard Copy (end) date and time | 04.01.2025 upto 03:00 PM |
| Date of Opening of Technical Bid (Online) | 06.01.2025 at 03:00 PM |

The e-tender should be accompanied with an Earnest Money in the form of CDR / FDR amounting to **Rs.1.80 Lakh** from any Nationalized / Scheduled Bank duly pledged to the FA / Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra and Tender Fee of **Rs.1,500/-** in the official account of Shri Mata Vaishno Devi Shrine Board Branch J&K Bank

Katra, Account No. **0235040500001804, IFSC – JAKA0KATTRA**. The bidder shall mention UTR No. in the prescribed Technical Bid Form at **Schedule-A**. Complete bidding process will be done online on e-Tender portal [www.jktenders.gov.in](https://jktenders.gov.in) & www.maavaishnodevi.org. The tenders should be submitted strictly in accordance with the provisions of the detailed e-NIT.

Instruction to Bidders regarding e-Tendering process:

1. The interested firm(s) / companies can download the e-NIT / bidding document from the website <https://jktenders.gov.in> & 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 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.
5. Bids will be opened online as per time schedule mentioned in the e-NIT.
6. Before submission of online bids, Bidder must ensure that scanned copies of all the necessary documents have been attached with bid.
7. The Board will not be responsible for delay in online submission of bids whatsoever reasons may be.
8. All the required information for bid must be filled and submitted online.
9. Bidder(s) should get ready with the scanned copies of documents & EMD as specified in the Tender documents.
10. The details of cost of documents, EMD specified in the Tender documents should be the same, as submitted online (scanned copies) and hard copies otherwise bid will not be accepted.
11. Bidder(s) are advised to use “My Documents” area in their user ID on <https://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.
12. Bidder(s) 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. Bidder(s) are advised to scan their documents at 100 DPI (Dots per Inch) resolution with Black and White, PDF Scan properly.
14. The guidelines for submission of online bid can be downloaded from the website <https://jktenders.gov.in> & www.maavaishnodevi.org.
15. The Tenderer(s) 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.

Sd/-
Asstt. Conservator of Forest
SMVD Shrine Board, Katra

No.: CO/BGP/03/368-371

Dated: 17.12.2024



**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: sanitation@maavaishnodevi.net, acf@maavaishnodevi.net

e-NIT No. CO/SW/BGP/03/10 of 2024, Dated: 17.12.2024

SUBJECT: e-Tender on the prescribed format duly affixed with Revenue Stamp worth Rupees Six only are invited on behalf of Shri Mata Vaishno Devi Shrine Board through Chief Executive Officer from the reputed Proprietor firm/ Companies/ Limited Liability Partnership (LLP) dealing in Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 05 years.

1. REQUIREMENT:

For and on behalf of the Chairman, SMVDSB, Katra, e-Tenders under Two Bids System are invited from the reputed Proprietor firm/ Companies/ Limited Liability Partnership (LLP) having experience of Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 5 years:

| S. No | Description of work |
|-------|---|
| 1. | Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 05 years |

The detailed Tender Document containing details of the items with full description and Terms and Conditions is available at <https://jktenders.gov.in> & www.maavaishnodevi.org

2. TENDER SCHEDULE:

| | |
|--|---------------------------------------|
| Publishing Date | 17.12.2024 at 04:40 PM |
| Bid Download Start Date | 17.12.2024 at 04:00 PM |
| Pre Bid Conference | 21.12.2024 at 01:00 PM |
| Bid Submission Start Date | 23.12.2024 at 01:00 PM onwards |
| Bid submission End Date (Online) | 04.01.2025 at 04:00 PM |
| Submission of Hard Copy (end) date and time | 04.01.2025 upto 03:00 PM |
| Date of Opening of Technical Bid (Online) | 06.01.2025 at 03:00 AM |

3. **Technical Eligibility Criteria:**

- I. Bidder must be registered under the Companies Act, 1956 and bidder should be an ISO 9001 certified, BIS recognized.
- II. The Bidder must have an experience of at least 03 years in the field of Comprehensive Operation and Maintenance of Biogas plant from any reputed Public Sector Organization/Municipal Corporations
- III. The registered company of tenderer shall have got their products tested, qualified by MNRE/ any Govt. Institute NITs/ IITs.
- IV. The Bidder should have minimum in-house manpower to cover requirements of the work. The Bidder shall provide qualified and experienced technical staff on site of work in connection with the Comprehensive Operation and Maintenance of the Works and the remedying of any defects therein.
- V. Bidder must have Average Annual financial turnover of at least Rs.30.00 lakh during the last three financial years and submit the documentary proof of the same duly certified by CA.
- VI. The bidder must have sound financial background and a positive average net-worth of Rs.10.00 Lakh for the last three financial years and submit the documentary proof of the same duly certified by CA.
- VII. Bidder must be income tax payee and shall submit attested copies of the Income Tax Returns / Income Tax Assessment Order, copies of audited balance sheets and profit and loss of account be attached for the last three financial years.
- VIII. The bidder must enclose undertaking on the letter head of the firm concern / company that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and no police/vigilance enquiry/criminal case is pending against him or company/agency as the case may be.

4. **PROCEDURE FOR SUBMISSION OF TENDER:**

Bidders are invited to submit Bids for e-Notice Inviting Tender (e-NIT) for **Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 05 years for "Shri Mata Vaishno Devi Shrine"** in two parts viz. Technical Bid (Annexure-'A') and Financial Bid (refers to BoQ Online only) as per enclosed proforma along with supporting documents, application fee, EMD etc. The bidders are required to submit their bid under 2 bids system with Cover-I (Technical Bid) and Cover-II (Price Bid).

A. Cover-I (Technical Bid)

(This cover shall contain): -

- (i) Annexure-'A' form duly filled in along with relevant documentary proofs.
- (ii) Scanned copies of EMD in shape of CDR / FDR pledged to FA / Chief Accounts Officer, SMVDSB.
- (iii) Tender Fee of **Rs.1,500/-** shall be deposited in the official account of the Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. **0235040500001804, IFSC – JAKA0KATTRA (in IFSC Code JAK0KATTRA – 0 stands Zero)**. The bidder shall mention UTR No. in the prescribed Technical Bid Form at **Annexure- 'A'**

- (iv) Tender Document containing Instructions, **Terms and Conditions duly signed** on each leaf by the Tenderer, along with documentary proof wherever required.

B. Cover II (Price Bids):

- (i) Price bid shall contain price quoted for each work separately as per BOQ & has to be submitted **online** in the form of BOQ only.
- (ii) The price bid should be absolute and unconditional.
- (iii) Conditional bids shall be rejected.
- (iv) The price bid shall be opened in favour of bidders who qualify in the technical bid. Rates are required to be quoted strictly as per prescribed BOQ / item of works.
- (v) Price bids not conforming to above standards or suffering from any flaw shall be rejected

Note: **The Bidder shall upload and submit the original instruments in respect of cost of documents,** EMD and other relevant documents by and before specified date in the Tender Schedule in the office of the Assistant Conservator of Forest, SMVDSB alongwith Technical Bid. E-tender will not be accepted without hardcopies of the Tender fee receipt and EMD.

5. Earnest Money Deposit:

- I. The Bidders should submit an EMD of **Rs.1.80 Lakh (Rupees One Lakh Eighty Thousand Only)** in the form of CDR/FDR pledged to the FA/ Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra. **There shall be no relaxation/ concession to any Unit/Agency whatsoever in regard to the amount of EMD to be paid.**
- II. EMD should be included along with the Technical Bid in the cover containing Technical Bid as the Technical Bid will be opened first. The Bidders should NOT include EMD in the cover containing Financial Bid. If the EMD is not found in the cover containing Technical Bid, the tender will be rejected.
- III. Tenders received without enclosed EMD in the cover containing Technical Bids will be summarily rejected. EMDs other than in the form of CDR / FDR will not be accepted and the tenders with EMD in the form of other than CDR / FDR Draft will be summarily rejected. The EMD amount will not bear any interest. The Shrine Board will not entertain any request for adjusting the EMD from the tender due / running bills or from the EMD / Security Deposit of / for any other Bidders. In case of withdrawal of tender by the Bidders within the Validity period of the offer or before finalization of the order, the EMD amount paid will be forfeited.
- IV. The earnest money of the Bidders shall be forfeited if they withdraw their tender or raise the price of their offer within the validity period. The earnest money shall also be forfeited in case of the Bidders who do not comply with the purchase order placed on them within the validity period of the offer or violate any terms and conditions contained herein, for this purpose purchase order shall be deemed to have been placed from the date of letter of intent.
- V. Earnest money deposited shall be released in favour of the unsuccessful Bidders(s) after finalization of the order.

6. **Security Deposit/ Performance Guarantee Fees:**

- I. The successful Bidders(s) shall furnish security deposit equivalent to 10% (ten percent) of the value of the contract in the form of Bank Guarantee from Nationalized/ Scheduled Bank pledged to the FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra valid upto the end of Maintenance Contract period of five (05) years. Such security deposit shall be furnished within one month from the date of receipt of supplies. Failure to do so within the stipulated period will make the contract liable for cancellation together with forfeiture of the E.M.D at the discretion of Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board. The EMD of the successful Bidders will be release after the deposit of Bank Guarantee in full.
- II. The security deposit will be released within one month from the date of completion of agreed contract and no interest will be paid thereon.

7. **SELECTION CRITERIA:**

All bidders shall submit documentary proof in support of meeting eligibility criteria. In the first stage of evaluation, Proposals shall be rejected, if found deficient as per the requirements of Tender / Bid Processing Fee and other eligibility criteria. Only bids confirming the e-NIT conditions shall be further taken up for evaluation.

A Detail of Eligibility Criteria:

| S.No. | Parameter | Marks | Documents Required |
|-------|---|----------------------------------|---|
| 1 | The Bidder must have an experience in the field of Comprehensive Operation and Maintenance of Biogas plant projects. a. >7 Years b. 5-7 Years c. < 3-5 Years | 20 Marks 15 Marks 10 Marks | Bidder to submit company certificate of Incorporation |
| 2 | Bidder cumulative turnover of at least Rs. 30.00 lakh related services during the last three financial years a. < 5 Crores b. 1-3 Crores c. >1 Crores | 20 Marks 15 Marks 10 Marks | Bidder to submit the documentary proof of Balance sheets, profit & lost statement and net-worth of last three financial years duly certified by CA. |
| 3 | The bidder must have sound financial background and average net-worth of Rs. 10.00 lakh cumulative for the last three financial years d. <1.5 Crores e. 50 Lakh – 1.5 Crores f. >50 Lakh | 20 Marks 15 Marks 10 Marks | |
| | Total Marks | 60 Marks | |

B Technical bid evaluation:

- I. For qualifying in the technical bid, bidder has to score minimum 30 points out of 60 as mentioned in the above point matrix table falling which the financial bid shall not be opened and submitted bid shall be rejected.
- II. However, it shall be at the sole discretion of Addl. Chief Executive Officer, SMVDSB to lower the cut-off limit suitably in order to have healthy & sufficient completion in financial bid.
- III. Financial Bids of the technical qualified bidders shall be opened and L-1 bidder shall be considered for the allotments of the contract. In-case of the tie in rates, revised sealed bid shall be obtained on the spot and again L-1 be considered for the allotment of the contract. In-case of tie in the second instance as well, the bidder scoring more in the technical bid evaluation shall be considered for the allotment of the contract.

8. Pre-Bid Conference:

A pre-bid conference will be held on **21.12.2024** at Conference Hall, Spiritual Growth Centre, SMVDSB, Katra. It is advised that after Pre-bid meeting, the bidder shall visit the plant(s) to acquaint themselves with quantum of work and Conceptual understanding / layouts of area. Shrine Board reserves the right to modify the terms & conditions of e-NIT after the pre-bid conference in view of any practical modalities which may emerge during the pre-bid meeting. The site for the work is available and can be seen on any working day during office hours by contacting Administrative officers.

9. Comprehensive O&M for a period of 5 years

"The broader scope of the work includes Comprehensive Operation & Maintenance for 05 years with a complete mule dung based biogas plant at Banganga, Katra Vaishno Devi with half yearly review of plant & equipment and detail of the same must be shared with SMVDSB". Following mentioned work /task shall also be cover under the scope of bidder:

- I. Feeding of available mule dung (max 4000 Kgs. in a day) into the plant and drying of bio-manure slurry on day to day basis.
- II. Service Provider shall collect the samples of overflow, sludge & Biogas (one Sample Each) and test it from a NABL accredited laboratory. For Liquid Sample – BOD, COD, TS, VS, SS & pH will be checked. Biogas Sample will be tested for CH₄, CO₂ & Air. The monthly test reports of the same shall be shared with Unit Incharge.
- III. Provision of App based online monitoring system in the existing plant shall be provided by the Service provider.
- IV. Service Provider shall provide (at least 02 nos) qualified and trained operators and labour at plant for managing day-to-day operations of the plant for producing Biogas and the operators shall remain present for 24 x 7 at plant.
- V. Record keeping & maintenance of plant:
 - a. Operator's duty will include waste loading, monitoring of general parameters and plant cleaning.

- b. Operators will also monitor and control process parameters and recording log sheet, etc.
 - c. Operators will ensure record of waste loading and gas generation and report to Shrine Board's representative.
 - d. Operator will hand over any segregated inorganic (non-biodegradable) material to the Shrine Board's representative for its further disposal.
 - e. Operator will inform any break down being noticed, immediately to concerned authorities of Service Provider and Unit Incharge Biogas Plant, Banganga and ensure that all minor breakdowns to be addressed within 6-8 hours and all major breakdowns should be addressed within 24-48 hours.
 - f. Periodic inspection, checking, identification of problems of biogas plant and its earliest/timely rectification & repair by the Service Provider.
 - g. Repair /Replacement of various parts of biogas plant if required (as mentioned in above major components of Biogas plant) by the Service Provider and the report of the same shall be shared by expert to this office.
 - h. Repairs of H2S Scrubber along with checking & fixing of biogas pipeline.
 - i. Proper maintenance of equipments and improved mechanism for increasing the efficiency of Biogas plant.
- IX. In principal Shrine Board will provide only Mule dung, Electric & water supply at the plant site. Operator will carry out further fine segregation of waste at the plant receiving area, if required, to remove any traces of non-biodegradable material. All the tools & tackles required for loading of mule dung and other allied works shall be arranged by the Service Provider.
- X. Processing of 4 Ton/day Mule Dung at Site on daily basis. Working of the plant shall be measurable with the processing of Mule Dung.
- XI. Service Provider shall ensure that the manure generated shall be of required potential values and parameters with 100 % recycling of filtered water.
- XII. Service Provider shall provide all consumables like gloves, masks, apron, gumboot, safety shoes, cleaning agents etc at site for maintaining hygienic environment around.
- XIII. Biogas produced shall be supplied to the Gulshan Langer (Community Kitchen) as cooking fuel and O&M of pipe laid from biogas plant to Gulshan Langer shall also be cover under the bidder scope.
- XIV. Service Provider shall **replace** the Biogas balloon at plant and Biogas Burners in the kitchen of Gulshan Langar as & when required.
- XV. Service Provider shall be liable for any loss of revenue or additional expenses for disposal of waste / or other consequential damages / nor will debit be accepted on any account.
- XVI. The Service provider shall supply all spare parts, services during the contract in force.

- XVII. SMVDSB shall be responsible for providing 24x7 electricity supply and DG set yet POL (Petroleum, Oil and Lubricants) shall be covered under the scope of service provider.
 - XVIII. Service Provider shall furnish 04 (four) copies of operation and maintenance instruction in English for approval at the time of taking over the O&M work. These manuals shall properly bound in book form and contain all information, description of equipment, diagram etc. necessary to enable the customer to operate and maintain the whole scheme.
 - XIX. Proper repainting, re-coating of exposed surfaces to prevent rusting & replacement of worn out parts shall be carried out along with the maintenance.
 - XX. Plant personnel shall be deputed on such basis so that an experienced or qualified / trained person with a minimum Technical qualification / Diploma in Engineering should be available at site always during the Comprehensive Operation & maintenance period.
 - XXI. Service Provider shall depute one engineer of their company for the Comprehensive Operation and maintenance of the plant who shall be fully responsible for the complete O&M and optimum Comprehensive Operation of the plant. The name and contact nos. of his engineer shall be notified to the Incharge Biogas Plant Banganga for the purpose of contract, responsibility and correspondence with regard to all trouble shooting.
 - XXII. Replacement & repair of damaged parts shall be carried out immediately during the O&M period so as to ensure at least 75% uptime.
 - XXIII. Plant Comprehensive Operation reports in a format prescribed by the Incharge Biogas Plant Banganga shall be furnished by the supplier on a **quarterly basis**.
 - XXIV. Service Provider shall operate the plant as per the standard practices to ensure proper safety measures.
 - XXV. Service Provider shall ensure replacement of worn out parts and component including battery bank during the Comprehensive Operation & maintenance period for which purpose Service Provider shall carry and maintain minimum inventory levels of spares at the plant and its works.
 - XXVI. In case of delay (not more than 72 hours) in repair & maintenance and non observance of SMVDSB's O&M schedule, the SMVDSB shall have the right to impose any penalties including forfeiture of performance security.
 - XXVII. In case of any fault, it must be rectified within 24 hours (minor fault) and 72 hours (major faults) failing which a penalty of Rs.1,000/- per day shall be charged. In case of any part to be imported the maximum period for repair should not be more than 5 days. However, under Force Majure circumstances penalty can be waived off.
10. **Routine, preventive, breakdown & Capital Maintenance:**
- a. Routine and Preventive maintenance shall include such checks and maintenance activities round the clock on hourly, shift wise, daily, weekly, fortnightly, monthly

quarterly, half yearly and yearly basis which are required to be carried out on all the components of the biogas plant to minimize breakdown and to ensure smooth and trouble free running of the biogas plant by the Service Provider. Service Provider shall be responsible to carryout routine and preventive maintenance and replacement of each and every component/ equipment of the biogas plant and shall provide all labour, materials, consumables etc. for routine and preventive maintenance on your own cost.

- b. Breakdown maintenance shall mean the maintenance activity including repairs and replacement of any component or equipment of the biogas plant which is not covered by routine and preventive maintenance and which is required to be carried out as a result of sudden failure / breakdown of that particular component or equipment while the plant is running. Service Provider shall be responsible to carry out breakdown maintenance of each and every component of the biogas plant and Service Provider shall provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance at his own cost irrespective of the reasons of the breakdown/ failure.
- c. Capital maintenance shall mean the major overhaul of any component or equipment of the biogas plant which is not covered by routine, preventive and breakdown maintenance which may become necessary on account of excessive wear & tear, aging which needs repair / replacement. The capital maintenance of biogas plant and all civil structures shall normally be planned to be carried out on an annual basis. For this purpose a joint inspection by the Service Provider and Incharge Biogas Plant Banganga shall be carried out of all the major components of the biogas plant, about two months in advance of the annual maintenance period. In order to ascertain as to which components of the biogas plant require capital maintenance. In this regard the decision of the SMVDSB will be final and binding. However, if the condition of any plant and component warrants its capital maintenance at any other time, a joint inspection of the Service Provider and Incharge Biogas Plant Banganga shall be carried out immediately on occurrence of such situation and capital maintenance shall be carried out by arranging the shutdown of the plant / part of the plant. If required, in consultation with concerned authorities. The decision of the SMVDSB shall be final and binding.

11. **Penalty and termination of contract:**

If Service Provider fails to adhere to the conditions of the NIT in future, SMVDSB shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 1% of the contract amount up to a maximum deduction of 10% of the contract price (as suggested by Incharge Biogas Plant Banganga) for keeping the plant non-functional for more-than 24 hours, non-supplying of biogas to community kitchen on time, running of plant under capacity in-case of availability of 4 TPD mule dung in a day etc.

| S No. | Particulars | Amount (in Rs.) |
|-------|---|--|
| 1. | Non-wearing of uniform by the Staff. | 200/- per employee per violation. |
| 2 | Non-wearing of I-Card by the Staff. | 200/- per employee per violation. |
| 3. | Smoking of cigarettes or use of any tobacco products or pan chewing / playing of cards or consumption of liquor / alcohol or eating of non-vegetarian food within or around the premises. | 1000/- per complaint. |
| 4. | Misbehave with the pilgrims / staff. | 1000/- per complaint. |
| 5. | Non-submission of police verification reports after 60 days of LoA. | 200/- per person per month |
| 6 | Non- submission of medical fitness certificate of engaged manpower after 60 days of LoA. | 500/- per person on half yearly basis |
| 7 | Poor performance as assessed by Unit Head / Executive Engineer or any other authorized officer of Shrine Board officials. | Rs. 1000/- per occasion |
| 8 | Breakdown Delays after complaint lodged by the Unit Head / Engineer-In-Charge. | Upto 1 days - Nil: From 2-5 days Rs.1,000/- per day From 6-12 days: Rs. 5,000/- per day. Beyond 12 days: Contract shall be liable for termination and forfeiture of Security Deposit. |
| 9 | If the required workers are less than the minimum required | Rs 500/- per work/day |

12. **Termination for Default:**

The Shrine Board may, without prejudice to any other remedy for breach of contract, by written one month's notice of default sent to Service Provider, terminate the Contract in whole or in part:

- A. if Service Provider fails to deliver the services as prescribed in the e-NIT.
or
- B. if Service Provider fails to perform any other obligation(s) under the Contract.
or
- C. If Service Provider, in the work of O&M, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13. **Payment Terms:**

The Service Provider shall generate a bill on quarterly basis and the same should be duly verified by the Incharge Biogas Plant Banganga for issuance of certificate (in terms of 4 Ton of mule dung processing) for the said period. Further the Engineer-in-Charge should duly verify the bills and forward the same alongwith performance report to the Incharge, Sanitation Section, Central Office, Katra for release of payment. The quarterly O&M payment shall be made within 07-15 days from the receipt of bill in Accounts Wing.

14. **Limitation of Liability:**

SMVDSB, will, in no case be responsible for any accident fatal or non-fatal, caused to any worker or outsider in course of transport or execution of work. All the expenditure including treatment or compensation will be entirely borne by the Service Provider. Service Provider shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations. Service Provider shall take all steps towards the security compliances. Service Provider shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements.

15. **Agreement:**

The successful Bidders shall be required to execute an agreement on a valid stamped paper for strict compliance of the terms and conditions of the contract, vis-à-vis the NIT and work order within a period of fifteen (15) days after the placement of order. The supplier shall bear the legal expenses, which shall be incurred on the execution of the agreement.

16. **Escalation:**

No escalation in the cost of Comprehensive Operation & Maintenance for 05 years shall be allowed during the period of this contract.

17. **Arbitration:**

- i. Any dispute or difference what- so- ever arising between the parties relating to the work shall be submitted for arbitration to an arbitrator to be nominated by Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra. The venue of the Arbitration shall be at Jammu. The provision of J&K Arbitration and Conciliation Act 1997 shall apply. The decision of the arbitrator shall be final and binding on the both parties. Courts at Jammu/Katra/ Reasi only entertain any legal proceeding arising out of the award.
- ii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iii. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

18. **Shri Mata Vaishno Devi Shrine Board's Rights In Respect of E-Tender:**

- i. SMVDSB reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the SMVDSB, it is necessary or expedient to do so in yatries / Board's interest. The decision of the SMVDSB shall be final and binding.
- ii. SMVDSB reserves the right to suspend and / or cancel the contract with the selected party in part or in whole at any time if in the opinion of the SMVDSB, it is necessary or expedient in the public interest. The decision of the SMVDSB shall be final and

binding. Also, SMVDSB shall not be responsible for any damage or loss caused or arising out of aforesaid action.

19. **Force Majeure:**

If during the currency of contract, there is any out-break of war/ natural calamity or any such reason, which whether financially or otherwise affects the execution of the contract the firm (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 / natural calamity or any such reason, 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 / firm and which consequently affects the performance of the contract.

20. **Jurisdiction:**

Court of Jammu, Reasi & Katra alone shall have the jurisdiction with respect to the subject matter of this contract.

21. **Validity Of Rates:**

The rates quoted by the bidders shall be valid for a period of 60 months (Sixty months) from the issuance of rate contract or till new rate contracts are finalized by SMVDSB whichever is later.

Queries may be addressed to:

Asstt. Conservator of Forest, SMVDSB, Katra,

Fax: +91- 1991-232120 Tel.: +91-1991-232818

Website: www.maavaishnodevi.org,

Email: acf@maavaishnodevi.net, sanitation@maavaishnodevi.net

Sd/-

**Asstt. Conservator of Forest
SMVD Shrine Board, Katra**

No.: CO/BGP/03/368-371

Dated:17.12.2024

Copy to the:

1. Chief Executive Officer, SMVDSB, Katra for kind information.
2. Addl. Chief Executive Officer, SMVDSB, Katra.
3. FA/Chief Accounts Officer, SMVDSB, Katra.
4. Dy. Manager (IT) for publication on the official website of the Shrine Board.
5. Office / Master file.

Performa for Technical bid

| S.No. | Particular / Criterion | |
|--------------|--|--|
| 1 | Name of the Firm Organization with complete details, including Address (Telephone No./ Contact Mobile No. / Fax No. / E-mail) alongwith brief description of background (The background may be as a separate). | |
| 2 | Date of establishment of the Firm. Details of Registration No. of the firm/ company/ LLP. Location of Head Office, Regional Office and Branch Office. | |
| 3 | Please specify whether you are submitting you tender as a proprietor of the firm or as a partner of the firm or Director of the Company. | |
| 4 | Name of the Proprietor / Partner / Directors of the tendering firm / Company/ LLP together with technical qualifications. Organization Charts, Manpower Strength and details of key personnel. | Attached / Not Attached |
| 5 | The Bidder must have an experience of at least 03 years in the field of Comprehensive Operation and Maintenance of Biogas plant (please enclose testimonials / documentary evidence) | Attached / Not Attached |
| 6 | Average Annual financial turnover of at least Rs.30.00 lakh related services during the last three financial year | Attached / Not Attached |
| 7 | The Bidder must have sound financial background and a positive net-worth for the last three financial years. | Attached / Not Attached |
| 8 | a) PAN (proof to be enclosed) b) ITR statements / Income Tax Assessment Order (for the last 03 years to be enclosed) c) Service Tax Registration No. d) Audited balance sheet, profit and loss account statements | Attached / Not Attached |
| 9 | Detail of EMD (in form of CDR / FDR only) | Amount: Name of issuing Bank: Date of issue |
| 10 | Tender Fee | Receipt No. & date _____ Or DD No. _____ dated_____ |

| | | |
|----|--|--------------------------------|
| | | Bank _____ Payable at _____ |
| 11 | Duration of validity of Bid | |
| 12 | Does the Bidders owe by himself or by proxy or on behalf of any other person any money / due in connection what so ever to the Shrine Board. | Yes/ No |
| 13 | VAT/ Sale Tax Registration Number (attach copy) | |
| 14 | Attested copy of valid BIS Certificate | Attached / Not Attached |
| 15 | Literature / leaflets on products | Attached / not attached |
| 16 | Bidder should be an ISO 9001 certified Copy of Certificate, | Attached / not attached |
| 17 | Authenticate Photostat copies of test certificates from | Attached / not attached |
| 18 | Any other documents / information required to be provided as per terms and conditions and requirements of the tender document (indicate item wise) | Attached / not attached |

I certify that I am authorized to furnish the information given in the Annexure -A on behalf of the firm I represent and that it is true to the best of my knowledge and belief

Signature of Bidder _____

Name of the Firm & Address _____

Performa for Financial Bid

Office of the Chief Executive Officer
Shri Mata Vaishno Devi Shrine Board, Katra (J&K)

Name of the Tenderer: _____

Amount of CDR/FDR with
number & date: _____

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

Sir,
I _____ S/o Shri _____
R/o _____ in capacity as Proprietor of a
firm/ Partner of a firm/ Director of Company, hereby submit my tender for **Comprehensive
Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at
Banganga, Katra** Vaishno Devi for a period of 05 years” for an amount mentioned below:

| Description | Year wise | Amount (in Rs.) |
|--|----------------------|-----------------|
| Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, inclusive of all taxes | 1st Year | |
| | 2 nd Year | |
| | 3 rd Year | |
| | 4 th Year | |
| | 5 th Year | |
| Total | | |

I affirm that the rates offered are inclusive of all taxes, duties, freight, insurance, carriage, etc. I further affirm that I have read and fully understood the tender notice and agree to abide by all the terms and conditions laid therein, which are being signed in token of my acceptance.

Signature of Bidders _____

Signature of Block Letters _____

Name of the Firm & Address _____

Tender document for Comprehensive Operation & Maintenance of a mule dung based biogas plant of 4000 kg/day capacity at Banganga, Katra Vaishno Devi for a period of 05 years

e-NIT No. CO/SW/BGP/03/10 of 2024

Dated 17.12.2024

Cost of Tender Document Rs.1,500/-

Receipt No. & Date _____

Issued to M/s _____ against Demand Draft for an amount of Rs. _____ drawn vide No. _____ dated _____.

Authorized Signatory

Affidavit to be submitted by the Bidder

Performa of affidavit to be submitted by the Bidder regarding eligibility. I/We undertake and confirm that eligible similar work(s) has /have not been got executed through another Bidder on back to back basis.

Further that, if such a violation comes to the notice of SMVDSB, then I/We shall be debarred for bidding in SMVDSB Contracts in future forever. Also, if such a violation comes to the notice of SMVDSB before the date of start of work, the Authorized Officer of SMVDSB shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Bank Guarantee.

Signature of Bidder(s)_____

Name in Block Letters: _____

Name & Address of the Firm: _____

Certificates/Undertaking:

- a) I hereby certify that I have carefully read the terms and conditions of the NIT document for selection of agency for **Operation and Maintenance for a period of 5 years for a Mule dung based Biogas Plant of 4000 kg/day capacity at Bangnaga, Katra Vaishno Devi**. I undertake to fully comply with the terms and conditions therein.
- b) I understand that this application if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the application fee shall be summarily rejected.
- c) I understand that application fee is non-refundable irrespective of any reason whatsoever.
- d) I undertake to sign the contract, within the prescribed time notified to me failing which my application shall be taken as rejected and application fee forfeited.
- e) I understand that all matters relating to the proposal and or contract, if awarded to me, will be subject to jurisdiction of courts/Tribunal(s) in Katra/Reasi/Jammu (J&K) only.
- f) I understand that if at any time, any averments made or information furnished in my proposal is found incorrect, then my application and the contract, if awarded, on the basis of such application, shall be cancelled.

Date:

Signature and name of the Authorized Signatory

Place:

(Company's Seal)