# Amarnathji Shrine 80

## Jammu and Kashmir

TENDER DOCUMENT

**FOR** 

Establishment and Operation of Cloak Room

at

Baltal Base Camp for the duration of Yatra – 2017

Cost of Tender Document = Rs 100/- (one hundred only)

Dated 05.06.2017

# FRESH TENDER DOCUMENT FOR ESTABLISHMENT AND OPERATION OF CLOAK ROOM AT BALTAL BASE CAMP FOR THE DURATION OF YATRA - 2017

### NAME OF WORK :-

i. Establishment and Operation of Cloak Room at Baltal Base Camp for the duration of Yatra - 2017.

Reference to NIT NO:	Dated 05.06.2017

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### SHRI AMARNATHJI SHRINE BOARD

Engineering Comples, Rajbagh Srinagar Kashmir. 0194-23131146, 23131147, 23131148.

### FRESH SHORT TERM NOTICE INVITING TENDER

Establishment and Operation of Cloak Rooms for the duration of Yatra - 2017

1.Sealed tenders, in two-bid format are invited from reputed, experienced and financially sound Tour and Travel or PWD Registered Agencies for Establishment and Management of Cloak Room (Baltal Base Camp) during the Shri Amarnathii Yatra – 2017:

S.	Name of work	Cost of	Earnest	Last date and
No.		Tender	Money	time of
		Document	Deposit	receipt of
				Tender
1.	Establishment and Operation of Cloak Room at	Rs 100/-	Rs 10,000/-	Upto 1400
	Baltal Base Camp for the duration of Yatra -			hours on
	2017.			14.06. 2017

- 2.Detailed NIT (DNIT) can be obtained from the FA & Chief Accounts Officer, Shri Amarnathji Shrine Board from 9.30 AM to 5.00 PM on any working day (Monday Saturday) from <u>06.06.2017 to 13.06.2017</u> on payment of (non-refundable) cost of document in cash amount shown against each or in the shape of Demand Draft drawn in favour of Shri Amarnathji Shrine Board, payable at Srinagar. Alternatively, the DNIT can be downloaded from our website <u>www.shriamarnathjishrine.com</u>, in which case the cost of DNIT shall be payable through Demand Draft drawn in favour of Shri Amarnathji Shrine Board, payable at Srinagar, in addition to the Earnest Money Deposit along with the Technical Bid of Tender.
- 3.The Tender, duly completed, along with Earnest Money Deposit in the form of CDR amount shown against each drawn in favour of FA & CAO, Shri Amarnathji Shrine Board, must reach the FA & CAO, latest by or before <a href="1400 hours on 14.06.2017">14.06.2017</a>. The bidders, in their own interest, are advised to deliver the bids personally to FA & Chief Accounts Officer, Shri Amarnathji Shrine Board. Alternatively, they may send the same through courier/ registered post. The Board will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.
- 4. For further details about the Tender, please refer our DNIT.

No: SASB/DNIT/2017/24 Dated 05.06.2017

Addl. Chief Executive Officer

### A. Instructions to Bidders

- The Shrine Board shall provide to the successful bidder (hereafter referred to as Agency), a temporary structure / shed of the size 40 ft. x 20 ft. at Baltal Base Camp, a day before the commencement of Yatra 2017 (i.e. from 28.06.2017).
- 2. The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, against cash payment Rs.100/- (Rupees one hundred only) on any working day from 9.30 AM to 5.00 PM up to 13.06.2017 or the same can be downloaded from Board's website <a href="www.shriamarnathjishrine.com">www.shriamarnathjishrine.com</a> in which case the cost of the DNIT, i.e. Rs. 100/- has to be paid in the shape of demand draft along with the Tender Document.
- 3. The bid accompanied with the Earnest Money Deposit in shape of a CDR / FDR for Rs. 10,000/- (Rupees ten thousand only), pledged to the Chief Accounts Officer, Shri Amarnathji Shrine Board, along with details of payment of cost of DNIT, should reach the Chief Accounts Officer, Shri Amarnathji Shrine Board or be dropped in the Tender Box marked 'Tenders for Cloak Room', kept in his office chamber, latest by 1400 hours on14.06. 2017.
- 4. The Minimum Reserve Bid for the Royalty shall be **Rs. 15,000.00.**
- 5. The bidder should quote its offer of royalty as a lump-sum amount for the entire duration of Yatra 2017. The successful bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.
- 6. The bids will be opened at 1500 hours on 14.06. 2017 or any other day in the office chamber of Additional Chief Executive Officer, in the presence of the bidders who may choose to remain present on the occasion.
- 7. All entries in the bid should be legible and filled in clearly typed or written in ink. Bids written with pencil would not be considered. Each paper of the bid shall be completed in all respects and duly signed and stamped by the bidder or his authorized representative. No overwriting or cutting is permitted. The bidder shall not make or cause any alteration, erasure or obliteration to the text of the bid. If any corrections have been made, it shall be neatly done and properly signed by the bidder, without which the bid shall not be accepted. Bids incomplete in any form or conditional bids will be rejected.
- 8. The bid amount should be written both in figures as well as in words. In case of any inconsistency, the amount written in words will be considered.
- 9. The bidder is advised to its own interest, to visit the site of operation or have sufficient information about the site before submitting the bid.
- Bids must be received at the address specified above not later than the date and time stipulated in the DNIT. Incomplete Bids, or bids without

- requisite Earnest Money and Tender Fee or Bids received by the Shrine Board after the last date stipulated for submission of Bids shall not be considered.
- 11. CEO/ Addl. CEO & FA & CAO, Shri Amarnathji Shrine Board will communicate the successful Bidder about the acceptance of bid at the given address through such means as possible i.e. letter facsimile, email, telephone etc. and prescribe the royalty which the successful bidder shall pay to Shri Amarnathji Shrine Board for undertaking the work of Establishment of cloak Room at Baltal Camp.
- 12. Each paper of the bid document shall be complete in all respect and duly signed and stamped by an authorized representative of the bidder.
- 13. Canvassing in connection with Bids in any form is strictly prohibited, and if resorted to, will render the Bidder disqualified and Earnest Money will be forfeited.
- 14. The Bid shall remain valid and open for acceptance for a period of 60 days from the last date of receipt of Bid. The Earnest Money shall be forfeited if the Bidder withdraws his Bid during the period of Bid validity.
- 15. The Shrine Board may, at its discretion, extend the last date for submission of Bids in which case all rights and obligations of the Shrine Board and bidder will be the same.
- 16. The CEO/ Addl. CEO, SASB may award the Contract to the Bidder whose bid has been evaluated to be responsive and who is eligible and qualified to perform the Contract satisfactorily as per Terms and Conditions incorporated in the DNIT. The CEO/ Addl. CEO, SASB will send to such eligible bidder a letter (hereinafter referred to as the 'Letter of Intent') prescribing the royalty amount which the successful bidder has quoted during bidding.
- 17. The eligible Bidder shall then be required to deposit a prescribed royalty amount within <u>seven</u> days of receipt of 'Letter of Intent'. In case the eligible Bidder fails to deposit royalty amount within the stipulated period, the 'Letter of Intent' is liable to be withdrawn and the EMD is liable to be forfeited, at the discretion of the CEO, SASB.
- 18. The eligible bidder after deposit of prescribed royalty amount will have to enter into an Agreement with the Shrine Board as per the Terms and Conditions mentioned in the DNIT or such other terms that may be prescribed, within a period of <u>ten</u> days from the date of receipt of 'Letter of Intent'.
- 19. On the receipt of royalty amount and execution of Agreement with the SASB within the stipulated time, the Letter of Award (LoA) shall be issued in favour of the eligible bidder.
- 20. The Chief Executive Officer, Shri Amarnathji Shrine Board is not bound to accept the highest or any Bid and may, at any time by notice in writing

to the Bidders, terminate the Bidding process. Any enquiry after the submission of the Bid will not be entertained.

### B. Terms and Conditions of Contract

- 1. The Shrine Board shall provide to the agency (hence forth the highest bidder shall be called as agency) a temporary structure / shed of the size 40ft.x 20ft. at Baltal Base Camp a day before the commencement of Yatra 2017 (i.e.28.06.2017).
- 2. The eligible highest bidder shall be issued a Letter of Intent (LoI) and asked to deposit the Royalty amount within seven days from the date of receipt of the Letter of Intent and to execute the Agreement with Additional CEO, or his authorized representative, within 15 days from the date of receipt of the Letter of Intent. The date of commencement of Yatra- 2017 is from 29.06.2017 to 07.08.2017.
- 3. The agency shall have to deposit the full Royalty amount within 10 days of the receipt of Letter of Intent and execute the Agreement within 15 days of the receipt of Letter of Intent in his favour, failing which, without any prior notice: (i) his Security Deposit shall be forfeited; (ii) the Letter of Intent issued in his favour shall be withdrawn; and (iii) the Letter of Intent shall be issued to another bidder or any other agency whom the CEO deems fit.
- 4. G.M. (Works), SASB shall take over the actual / physical possession of the Cloak room in case agency fails to deliver / handover the same within 48 hours from the date of efflux of the Yatra. If the agency fails to turn up to handover the Cloak Room to G.M. (Works) within the prescribed deadline, the agency shall be liable to compensate the Board to the tune of Rs 10,000/ per day, without prejudice to the rights of the Board.
- 5. The agency shall charge Rs.10/- each (Rupees Ten only) for keeping an item in the Cloak Room every 24 hours or a part thereof.
- 6. Shri Amarnathji Shrine Board shall not be responsible for any loss of revenue to the agency in case of suspension of Yatra on any day(s) due to inclement weather, local disputes, directions of court, unforeseen circumstances, manmade or natural disasters or any other reasons.
- 7. The agency shall be solely responsible for any theft or damage to the articles lodged in the Cloak Room.
- 8. The agency shall prominently display on a **Notice Board** in front of the Cloak Room that Cash, Jewellery, Electronic items or other expensive goods such as, cellphones or cameras shall not be lodged in the Cloak Room, and besides, the agency shall also prominently display the rates of depositing a baggage as indicated at clause 5. The agency shall take all precautions while admitting baggage in the Cloak Room and check against inflammable and explosive articles being admitted. The agency

- shall also keep in the Cloak Room, a prominently displayed Fire extinguisher of sufficient capacity.
- The agency shall be responsible for all the allied arrangements and payments with regard thereto connected with the Operation of Cloak Room.
- 10. The agency shall furnish to the SASB, a list of workers to be engaged by it for the Operation of Cloak Room, along with the recent Police Verification Report, in each case, with regard to their character and antecedents. On receipt of the aforesaid documents, the Camp Director concerned shall issue I-Cards to the agency's personnel.
- 11. The agency shall issue serially numbered receipt to the Yatris for keeping the luggage, mentioning therein the name of Yatri, Yatra Permit Number, description of luggage, time of deposit and the amount charged.
- 12. The agency shall also maintain the full particulars/ records of each Yatri, who deposits the luggage in the Cloak Room, in a separate **r**egister and the same shall be subject to inspection by the officials of the SASB.
- 13. The agency shall ensure that no kitchen, shop, sarai, mandir, etc is established inside the Cloak room premises. The agency shall ensure complete cleanliness and take required measures for environment protection in and around the Cloak Room.
- 14. In the event of any loss being caused to the Shrine Board as a result of any lapse on the part of the agency or personnel engaged by him, duly established after an enquiry conducted by the CEO, SASB or his authorized representative, the said loss will be recovered from the agency up to twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the agency.
- 15. During the course of Agreement, if any of the agency's personnel is found to be indulging in any malpractice or conduct inimical to the interest of the Yatra / Shrine Board, breach of Terms & Conditions of Agreement including any corrupt practice, CEO, SASB shall have the option of terminating the Agreement and make such alternate arrangements as same may deemed just in proper for smooth running of Shri Amarnathji Yatra. In the event of CEO terminating the Agreement, the agency shall not be entitled to any refund of royalty or payment of compensation, and its Security Deposit shall stand forfeited.
- 16. Any loss to any Yatri or any property of the SASB or the agency itself, due to any accident, or any event including theft caused while operating the Cloak Room, will be the sole responsibility of the agency, who shall be solely and exclusively liable for such loss and the related consequences.
- 17. The agency shall abide by all rules and regulations, as amended from time to time, notified by the Shrine Board and maintain the sanctity of Yatra and not indulge in any activity which is prejudicial to the sanctity of the Yatra. The staff of the agency shall not indulge in smoking or consumption of liquor / alcohol or consumption of any non-vegetarian

- food articles. They shall maintain proper decorum and discipline, and ensure proper conduct in speech and dress. They shall also refrain from any other activity which might hurt the sentiments of the pilgrims.
- 18. The Chief Executive Officer, SASB, shall be at liberty to suspend the arrangement due to any *Force Majeure* conditions such as Government regulations, court orders, wars, accidents creating disturbed conditions, terrorist activity, strikes/ riots, civil commotion etc.
- 19. The Security Deposit will be released after the culmination of Yatra 2017 to the agency, after deducting outstanding amount if any, recoverable from the security amount. The Security Deposit will be subject to forfeiture in case of violation of any of the Terms and Conditions of the Agreement besides imposition of fine up to Rs. 10,000 and such further action as Chief Executive Officer / Additional Chief Executive Officer, SASB may consider necessary under the given circumstances.
- 20. Even though the validity of this contract shall be for the period corresponding to Yatra 2017 only, Chief Executive Officer, SASB shall be at liberty to cancel the Contract by giving three days notice in the event of any breach of the Agreement entered upon with the SASB. However, validity of this Contract shall be from the day of signing the Agreement till the time SASB releases the Security Deposit of the agency. Such an event if occurs during the Yatra, all stationery, records and cloak room shelves and furniture will immediately be taken over by the SASB.
- 21. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
- All disputes and differences arising out of and relating to the Agreement, including interpretation of its Terms and Conditions and expression employed thereto during the currency of the contract period shall be resolved through joint discussions between CEO, SASB, or his representative and the Contractor. However, in the event of disputes not being resolved by joint discussions, the matter will be referred to a sole Arbitrator only to be nominated by the Chairman, SASB (Hon'ble Governor, J&K), whose decision shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of Agreement, the agency shall not be entitled to suspend the service to which the dispute relates until CEO, SASB otherwise decides. The arbitration proceedings will be held at Srinagar/ Jammu only. The arbitration proceedings shall be governed by the provisions of the J&K Conciliation and Arbitration Act, 1997, as amended from time to time. The decision/ award of the arbitrator shall be binding upon both the parties.
- 23. The Courts in Jammu and Kashmir will have the exclusive jurisdiction to try all disputes, if any, arising out of this Agreement between the parties.



### **BID FORMAT (YATRA 2017)**

The bidders are required to invariably quote Royalty amount on lump-sum basis, both in figures and in words failing which their bid is liable to be rejected.

Tende	er Do	ocument Sr. No				
1.	Name and address of the agency:					
2. signat	Name, address and phone/ mobile no. of Proprietor/ Partners/ authorised atory of the Company.					
3.	Name and address for correspondence:					
I hereby offer to pay the lump sum Royalty amount as mentioned below within 10 days of receipt of Letter of Intent and sign the Agreement with SASB within 15 days of receipt of Letter of Intent, in the event of my bid being accepted for award of the contract:						
	#	Name of the	Royalty*	Royalty		
	1.	Camp Baltal Base Camp	(in figures)	(in words)		
4.	Details of payment of Security Deposit					
5.	Details of payment of cost of DNIT (please attach Demand draft or Cash Receipt as the case may be)					
6.	We also accept all the terms of Detailed Notice Inviting Tender for "Establishment and Operation of Cloak Room" at Baltal Base Camp during Shri Amarnathji Yatra 2017 without any reservations.					
				Signature		
	Name					
	Date					

\* Strike out whichever is not applicable.

(Authorized Signatory)