

Shri Amarnathji Shrine Board



Jammu and Kashmir **FRESH SHORT TENDER DOCUMENT**

A

Establishment and Operation of Cloak Room at Nunwan Base Camp for the duration of Yatra - 2019

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

Dated 31.12.2018

Signature of the bidder with seal

TENDER DOCUMENT FOR ESTABLISHMENT AND OPERATION OF CLOAK

ROOM AT NUNWAN BASE CAMP (PAHALGAM)

(YATRA - 2019)

NAME OF WORK :-

- i. Establishment and Operation of Cloak Room at Nunwan Base Camp for the duration of Yatra - 2019.

Reference to NIT NO: _____ Dated _____

S. No.	CONTENT	PAGE(S)
1	Notice Inviting Tenders (NIT) for advertisement	3
2	Instructions to Bidders	4-6
3	Terms and Conditions of Contract	6-10
4	Schedule – A Format for background of the Agency	11-12
5.	Schedule – A (Bid Format)	13

SHRI AMARNATHJI SHRINE BOARD

Chaitanya Ashram, Talab Tillo, Jammu (Nov-April)
Tele: 0191-2555662, Telefax: 0191-2503399



NOTICE INVITING TENDER **Establishment and Operation of Cloak Rooms for the duration of** **Yatra - 2019**

1. Sealed tenders, in two-bid format are invited from reputed, experienced and financially sound Agencies having valid registration, for undertaking the following works at Baltal, Holy Cave and Nunwan during the Shri Amarnathji Yatra – 2019:

S. No.	Name of work	Cost of Tender Document	Earnest Money Deposit
1.	Establishment and Operation of Cloak Room at Baltal Base Camp for the duration of Yatra – 2019.	Rs. 100/-	Rs. 12,500/-
2	Establishment and Operation of Cloak Room at Holy Cave for the duration of Yatra – 2019.	Rs. 200/-	Rs. 1,25,000/-
3	Establishment and Operation of Cloak Room at Nunwan Base Camp for the duration of Yatra – 2019.	Rs. 100/-	Rs. 25,000/-

2. Detailed (DNIT's) can be obtained from the FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram Talab Tillo, Jammu, from 9.30 AM to 4.30 PM on any working day (Monday - Saturday) from **02-01-2019 to 25-01-2019** 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 FA & CAO, Shri Amarnathji Shrine Board, payable at Jammu. Alternatively, the DNIT can be downloaded from our website www.shriamarnathjishrine.com, in which case the cost of DNIT shall be payable through Demand Draft drawn in favour of FA/CAO, Shri Amarnathji Shrine Board, payable at Jammu, 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 Demand Draft amount shown against each drawn in favour of FA & CAO, Shri Amarnathji Shrine Board, must reach the FA & CAO, Chaitanya Ashram, Talab Tillo, Jammu latest by or before **28-01-2019 1400 hrs.** The bidder, in their own interest, is advised to deliver the bids personally to FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu. Alternatively, he 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/W/1083/2019/61
Dated: 02.01.2019

Sd/-
Addl. Chief Executive Officer

A. Instructions to Bidders

- 1 The Shrine Board shall provide to the successful bidder (hereafter referred to as Firm), a temporary structure/ shed of the size 40 ft. x 20 ft. at Nunwan a day before the commencement of Yatra 2019 (the date of start of Yatra shall be intimated later on).
2. The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu against cash payment Rs.100/- (Rupees one hundred only) on any working day from 9.30 AM to 4.30 PM up to **25/01/2019** or the same can be downloaded from Board's website www.shriamarnathjishrine.com in which case the cost of the DNIT, i.e., Rs. 100/- has to be paid in the shape of demand draft alongwith the Tender Document.
3. The bid accompanied with the Earnest Money Deposit in shape of a DD/ CDR/ FDR for **Rs. 25,000/- (Rupees twenty five thousand only)** for Nunwan Camp, pledged to the Chief Accounts Officer, Shri Amarnathji Shrine Board, alongwith details of payment of cost of DNIT, should reach the Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu, or be dropped in the Tender Box marked 'Tenders for Cloak Room', kept in his office chamber, latest by 1400 hours, 28.01.2019.
4. The Minimum Reserve Bid for the Royalty shall be **Rs.1,00,000/- including GST/=**
5. The Bidders are required to submit Tender in two separate Bids i.e. – Technical and Financial, strictly as per format given in Schedule A and Schedule B of the DNIT. The two Bids should be submitted in two separately sealed envelopes super-scribed "Technical Bid for Establishment and Operation of Cloak Room – Yatra 2019" containing schedule A & EMD of Rs. 0.25 lakh in the shape of DD/ CDR/ FDR and "Financial Bid for Establishment and Operation of Cloak Room – Yatra 2019" containing schedule B. Both the sealed envelopes should be put in a third envelop, sealed and super-scribed "Tender for Establishment and Operation of Cloak Room Nunwan– Yatra 2019" and should reach the office of the FA/CAO Shri Amarnathji Shrine Board Office Jammu latest by 1400 hours, on 28/01/2019. The bids, as are not submitted as per format prescribed in Schedule A and B are liable to be rejected".
6. The bidder should quote its offer of Royalty as a lump-sum amount including prescribed GST for the entire duration of Yatra 2019.The successful bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.

7. The bids will be opened at 1500 hours on 28/01/2019 or any other day in the office chamber of Additional Chief Executive Officer, Chaitanya Ashram, Talab Tillo, Jammu in the presence of the bidders who may choose to remain present on the occasion.
8. All entries in the Technical/ Financial Bids should be legible and should be free from corrections/ erasures/ overwriting/ cuttings.

Bids with corrections/ erasures/ overwriting/ cuttings shall be out rightly rejected.

Amounts shall be indicated in words as well as in figures. In case of any variation between amount in figures and words, amount quoted in words shall be taken as authentic.

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.
10. 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 Deposit 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 or 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, e-mail, 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 Nunwan 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 Deposit will be forfeited.
14. The Bid shall remain valid and open for acceptance for a period of 90 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 ten 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 & the bidder debarred for tendering in SASB for next three years, 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 fifteen 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 eligible highest bidder shall be issued a 'Letter of Intent (LoI)' and asked to deposit the Royalty amount within 10 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 - 2019 is from 01.07.2019 to 15.08.2019.
2. 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 Earnest Money Deposit shall be forfeited; (ii) the Letter of Intent issued in his favour shall be withdrawn; (iii) the agency shall be debarred for tendering in SASB for next three years and (iv) the Letter of Intent shall be issued to another bidder or any other agency whom the CEO deems fit.

3. The Shrine Board shall provide to the agency (henceforth the highest bidder shall be called as agency) a temporary structure/ shed of the size 40ft. x 20ft. at Nunwan, **a day before the commencement of Yatra 2019 (i.e. from 30.06.2019).**
4. G.M. (Works), SASB through his authorized representative shall take over the actual/ physical possession of the Cloak room **within 48 hours from the date of efflux of the Yatra (i.e. 16.08.2019).** If the agency fails to turn up to handover the Cloak Room 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.30/- each (Rs thirty only)** for keeping an item in the Cloak Room every 24 hours or a part thereof.
6. In case of imposition of any other Tax/Levy/Duty or Fee's including Local Tax, the same shall be solely born by the agency.
7. The Allottee shall prominently display 'Rate List' for storage in the cloak room for information of Yatries. The payments shall be received against proper receipt vouchers showing clearly GST etc. as applicable.
8. If at any stage during the operation period of the allotment it is found that wrong information was submitted by the allottee, during tendering process, the Letter of Award shall be withdrawn & Security Deposit forfeited at the sole discretion of Chief Executive Officer SASB.
9. The Shrine Board shall not be responsible for loss of revenue to the agency in the event of suspension of Yatra - 2019 on any day(s) due to;
 - i. Inclement weather and/or natural disasters
 - ii Local disputes (manmade or otherwise).
 - iii Unforeseen circumstances or any other reason(s).
 - iv Less number of Yatris turning up for the Yatra
10. The agency shall be solely responsible for any theft or damage to the articles lodged in the Cloak Room.

11. 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.

12. The agency shall be responsible for all the allied arrangements and payments with regard thereto connected with the Operation of Cloak Room.
13. 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.
14. The agency shall issue serially numbered receipt to the Yatri for keeping the luggage, mentioning therein the name of Yatri, Yatra Permit Number, description of luggage, time of deposit and the amount charged.
15. The agency shall also maintain the full particulars/ records of each Yatri, who deposits the luggage in the Cloak Room, in a separate register and the same shall be subject to inspection by the officials of the SASB.
16. 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.
17. 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.
18. The agency shall be solely responsible for **Workmen's Compensation Act, 1923** for payment of **compensation** to **workmen** and their dependants in case of injury and accident (including certain occupational disease) arising out of and in the course of employment and resulting in disablement or death.

19. 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 deemed proper for smooth running of Shri Amarnathji Yatra. In the event of CEO, SASB terminating the Agreement, the agency shall not be entitled to any refund of royalty or payment of compensation. The Earnest Money Deposit shall also be forfeited in such circumstances.
20. 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.
21. 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.
22. 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.
23. The Earnest Money Deposit will be released after the culmination of Yatra 2019 to the agency, after deducting outstanding amount if any, recoverable from the Earnest Money Deposit.
24. The Earnest Money Deposit will be subject to forfeiture in case of violation of any of the Terms and Conditions of the Agreement.
25. The contract shall be extendible for Yatra period of 2020 subject to;
 - i. Good performance & Conduct by the agency in Yatra-2019
 - ii. the agency shall have to apply for such extension within two months of culmination of Yatra 2019
 - iii. Approval of Chief Executive Officer SASB

- iv. In such case of approval, earnest money of tender shall be retained till culmination of Yatra-2020.
 - v. Subject to approval, Letter Of Intent shall be issued for depositing of Royalty amount & Drawl of agreement.
 - vi. After depositing of Royalty amount as per previous LOA & Drawl of agreement, Letter of Award shall be issued.
26. Even though the validity of this contract shall be for the period corresponding to Yatra 2019 only, the 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 Earnest Money 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.
27. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
28. 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 decides otherwise. 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.
29. 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.

Addl. Chief Executive Officer
Shri Amarnathji Shrine Board

SCHEDULE - A

FORMAT FOR BACKGROUND OF THE
AGENCY

(Shri Amarnathji Yatra - 2019)

The Bidder is advised to give necessary information required against all the fields.

1. Name: _____
Address: _____
E-mail: _____

2. Phone no/ mobile no. for Correspondence: _____

3. Is your agency holding any
Valid registration or past experience _____
(Please attach copy)

4. GSTIN No.
(please enclose an attested copy)

5. Details of Earnest Money Deposit _____

6. Details of payment of cost of DNIT _____

7. List of safety/ fire extinguisher
Equipments etc. to be provided: _____

8. List of existing clientele: _____

9. Whether Terms & Conditions
as per "General Terms and Conditions
for Establishment and Operation cloakroom"
are fully acceptable. _____

Signature of the bidder with seal

10. Confirmation that Bidder is willing to abide by the terms laid down in the DNIT.

Signature _____
Name _____
Designation _____
Date _____
(Authorized Signatory)

SCHEDULE -B

BID FORMAT (YATRA 2019)

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

Tender Document Sr. No. _____

1. Name and address of the agency: _____
2. Name of Proprietor/ Owner: _____
3. Address of Proprietor/ Partners: _____
4. Phone/ Mobile No. of Proprietor/ Partner: _____
5. Name and address for correspondence: _____

I hereby offer to pay the lumpsum 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:

S. No.	Name of the Camp	Royalty* (in figures)	Royalty inclusive of GST applicable (in words)
1.	Nunwan		

6. Details of payment of Security Deposit: _____
7. Details of payment of cost of DNIT: _____
(please attach Demand Draft or Cash Receipt as the case may be)
8. We also accept all the terms of Detailed Notice Inviting Tender for **“Establishment and Operation of Cloak Room”** at **Nunwan Base Camp** during Shri Amarnathji Yatra 2019 without any reservations.

Signature _____

Name _____

Date _____

(Authorized Signatory)

* Strike out whichever is not applicable.

Signature of the bidder with seal