Jammu and Kashmir

TENDER DOCUMENT

FOR

Operation & Management of Car Parking at Baltal Base Camp for the duration

Yatra – 2022

Cost of Tender Document = Rs 1000/-

(One Thousand only)
TENDER DOCUMENT FOR OPERATION & MANAGEMENT OF CAR PARKING
AT BALTAL BASE CAMP FOR THE DURATION
(YATRA - 2022)

NAME OF WORK :-

i. Operation & Management of Car Parking at Baltal Base Camp for
   the duration of Yatra – 2022.

Reference to NIT NO: SASB/Work/1259/2022/04 dated: 28.02.2022

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1. For and on behalf of Chairman, Shri Amarnathji Shrine Board, sealed tenders in two-bid format, are invited from reputed, experienced and financially sound agencies having a valid registration for undertaking the following work at Baltal Base Camp during the Shri Amarnathji Yatra – 2022:

<table>
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<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Cost of Tender Document</th>
<th>Earnest Money Deposit</th>
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<tr>
<td>1.</td>
<td>Operation &amp; Management of Car Parking at Baltal Base</td>
<td>Rs 1000/-</td>
<td>Rs 6.00 lakh</td>
</tr>
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<td></td>
<td>Camp for the duration of Yatra – 2022</td>
<td></td>
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</table>

2. Detailed NIT (DNIT) can be obtained from the office of Director Finance, Shri Amarnathji Shrine Board, Chaitanya Ashram Talab Tiloo, Jammu, from 02.03.2022 to 17.03.2022 on any working day (Monday - Friday) on payment of cost of document in the shape of Demand Draft drawn in favour of Director Finance, Shri Amarnathji Shrine Board, payable at Jammu. Alternatively, the DNIT can be downloaded from SASB’s website www.shriamarnathjishrine.com, in which the cost of DNIT shall be payable through Demand Draft drawn in favour of Director Finance, 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 CDR/ FDR, amount drawn in favour of Director Finance, Shri Amarnathji Shrine Board, must reach the office of Director Finance, Chaitanya Ashram, Talab Tiloo, Jammu latest by or before on 22.03.2022 (upto 1400 hours). The bidders, in their own interest, are advised to deliver the bid personally in the office of Director Finance, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tiloo, Jammu. Alternatively, they may send the same through speed post/ registered post. The Board will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reasons.

4. For further details about the Tender, please refer DNIT.

Sd/-
Addl. Chief Executive Officer
Dated: 28.02.2022
Shri Amarnathji Shrine Board

“Operation & Management of Car Parking at Baltal Camp during Y -2022”
A. Instructions to Bidders

1. The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of Director Finance, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu against payment of cost in the shape of Demand Draft of Rs. 1000/- (Rs one thousand only) on any working day from 9.30 AM to 5.00 PM upto 17.03.2022 or the same can be downloaded from the website www.shriamarnathjishrine.com in which the cost of the DNIT, i.e. Rs. 1000/- has to be paid in the shape of Demand Draft along with the Tender Document.

2. 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 superscribed “Technical Bid for Operation & Management of Car Parking at Baltal Base Camp – Yatra 2022” containing Schedule A and EMD of Rs 6.00 lakh in the shape of CDR/ FDR and “Financial Bid for Operation & Management of Car Parking at Baltal Base Camp – Yatra - 2022” containing Schedule B. Both the sealed envelopes should be put in a third envelop, sealed and super-scribed “Tender for Operation & Management of Car Parking at Baltal Base Camp – Yatra - 2022” should reach the office of the Director Finance, SASB latest by 1400 hours, on 22.03.2022. The bids, as are not submitted as per format prescribed in Schedule A and B are liable to be rejected”.

3. The Minimum Reserve Bid for the royalty shall be Rs. 24.00 lakh including GST, as applicable.

4. The bidder should quote its offer of royalty, as a lump sum amount, for the entire duration of the Yatra - 2022, strictly as per the format provided at Schedule B to the DNIT. The successful bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.

5. The bidder is advised, in its own interest, to visit the site of operation or obtain information about the site on its own before submitting the bid.

6. 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. Bids incomplete in any form and/ or conditional bids, and/ or bids with over writing/ corrections shall be out-rightly rejected.

7. The bid amount should be written both in figures as well as in words. In case of any mismatch, the amount written in words will be considered.
8. The bids will be opened on **22.03.2022** at **1500 hours** or any other day in the office chamber of Additional Chief Executive Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tiloo, Jammu in the presence of bidders who may choose to be present on the occasion.

9. Incomplete bids, or bids not accompanied with required Tender Fee and Earnest Money Deposit or received by the Shrine Board after the prescribed deadline for submission of bids, shall not be considered.

10. The bid shall remain valid and open for acceptance for a period of 60 days from the last date of receipt of bid.

11. The Earnest Money Deposit shall stand forfeited if the bidder withdraws his bid during the period of bid validity or if any information or document furnished by the bidder turns out to be misleading or untrue in any material facts.

12. The purpose of this DNIT is to provide the bidder with information to assist the formulation of the proposal. This DNIT does not purport to contain all information which each bidder may require.

13. CEO, SASB may, in its absolute discretion, but without any obligation to do so, update, amend or supplement the information in this DNIT.

14. The bidder shall bear all costs associated with the preparation and submission of his bid and the SASB shall, under no circumstances, be responsible for such costs, regardless of the outcome of the further proceedings to select successful bidder.

15. It would be deemed that by submitting the bid, the bidder has made complete examination of the DNIT, received all information requested from SASB and made complete examination of the various aspects of the scope of work.

16. Canvassing in connection with bids in any form is strictly prohibited, and if resorted to, will render the bidder disqualified and the Earnest Money Deposit shall stand forfeited.

17. To facilitate evaluation of bid, CEO/ Additional CEO, SASB may, at its sole discretion, seek clarification from any bidder regarding the bid. The request for such clarification or substantiation and the response shall be in writing by facsimile or email or by any other means. No material change in the substance of the bid would be permitted by way of such clarification/ substantiation. CEO/ Additional CEO, SASB may also call the bidders for negotiating the royalty amount offered or any other Terms and Conditions of Agreement.

18. Any contact with the Press about any matter connected with the current bidding process may lead to disqualification of the bidder.
19. 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.

20. 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 shall be debarred for tendering in SASB for next three years, at the discretion of the CEO, SASB.

21. 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’.

22. 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 for undertaking the work “Operation & Management of Car Parking at Baltal during the Shri Amarnathji Yatra - 2022.

23. The Earnest Money Deposit of the unsuccessful bidders shall be released after the issue of Letter of Award in favour of the successful bidder, and the Earnest Money Deposit of the successful bidder shall be treated as Security Deposit.

24. The CEO, SASB 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 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 Addl. CEO, or his authorized representative, within 15 days from the date of receipt of the ‘Letter of Intent’. The date of commencement of Yatra is from_________2022. (Yatra period shall be announced after Board Meeting).

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 bidder shall be debarred for tendering in SASB for next three years and
(iv) the Letter of Intent may be issued to another bidder or any other agency whom the CEO deems fit.

3. In case of imposition of any other Tax/Levy/Duty or Fee’s including Local Tax: all Taxes, the same shall be borne by the agency only.

4. The Shrine Board shall provide to the Agency, the Car Parking Site, comprising 55 kanals (approx.), natural surface (without macadamisation), fairly leveled with minor undulations at the Baltal Base Camp 10 days before the commencement of Yatra 2022 (i.e. _________).

5. G.M. (Works), SASB shall take over the actual / physical possession of the parking site within 48 hours from the date of efflux of the Yatra (i.e. __________). However, the validity of the Contract shall be from the date signing of the Agreement till the time SASB releases the Security Deposit. If the Agency fails to turn up to hand over the parking area to G.M. (Works) within the above 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.

6. For Two-wheelers, the parking charges shall be Rs. 30/- (Rupees thirty only) for each day (i.e. 24 hours and part thereof). For Light Motor Vehicles (LMVs) Rs 75/- (Rs seventy five for each day (i.e., 24 hours and part thereof), viz. Cars and Vans, For Medium Motor Vehicles (MMVs), the parking charges shall be Rs.150/- (Rupees one hundred fifty only) for each day (i.e., 24 hours and part thereof). For HMV(Buses) Rs. 225/- (Rs two hundred and twenty five only) for each day (i.e., 24 hours and part thereof) The parking charges for a fraction of a day, if any, will be charged at the rate applicable for a full day.

7. The Shrine Board shall not be responsible for loss of revenue to the agency in the event of suspension of Yatra - 2022 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.

8. The Agency shall be solely responsible for any theft or damage to any vehicle parked at the Car Parking Site.

9. 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.

10. The Agency shall **prominently display on the Notice Boards in front of the Parking Site** that cash, jewelry, electronic items or any other expensive goods, such as, cell phones or cameras shall not be kept in the parked vehicles, and besides, the Agency shall also prominently display the rates of Parking as indicated at clause 6. The Agency shall take all precautions while allowing the entry of the vehicles in the Car Parking Site and ensure against inflammable and explosive articles being admitted. The Agency shall ensure adequate lighting arrangements at the Parking Site. The cost of electricity consumed in the Parking area shall be paid by the agency within 45 days of the conclusion of the Yatra and obtain **NoC from PDD** and submit it to Director Finance, SASB failing which an amount of **Rs. 20,000/-** shall be deducted from the Security Deposit.

11. 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.

12. The agency shall be responsible for all allied arrangements connected with the Operation & Management of the car parking and shall be responsible for payment of electricity charges and water charges etc. to the concerned department.

13. The agency shall furnish to the SASB, a list of workers to be engaged for the Operation & Management of Car Parking Site at Baltal, 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 Yatris** for parking the vehicles, mentioning therein the name of Yatri, Yatra Permit Number, description of vehicle, time of entry and the amount charged. The vehicles shall be parked as per the layout plan prescribed by General Manager (Works) Shrine Board. The counter-foils of such slips shall be retained by the agency for inspection by the designated officials of the Shrine Board. The successful bidder/ contractor shall return the aforesaid counter-foils to the Director Finance, SASB after the conclusion of Yatra-2022.

15. The agency shall also maintain the full particulars/ records of each Yatri/ person, the time and date of entry in the parking and that of exit, in a separate **register** and the same shall be subject to inspection by the officials of the SASB. The aforesaid register shall be handed over to Director Finance, SASB after the conclusion of Yatra-2022.
16. The agency shall ensure that no kitchen, shop, Langar, mandir etc is established inside the Car Parking Site. The agency shall ensure complete cleanliness and take required measures for environment protection in and around the Parking Site.

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 upto twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the agency.

18. 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, SASB terminating the Agreement, the agency shall not be entitled to any refund of royalty or payment of compensation, and its Security Deposit shall be forfeited.

19. 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 managing the Parking, will be the sole responsibility of the agency, who shall be solely and exclusively liable for such loss and the related consequences.

20. 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 Shrine and not indulge in any activity which is prejudicial to the sanctity of the Holy Shrine. 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/ Service Providers.

21. In case of occurrence of Force Majeure conditions, the agency shall promptly inform CEO, SASB about occurrence of such conditions. On receipt of the agency’s Report and after ascertaining as to whether Force Majeure conditions exists (such as a Government Order/ Regulation, war, an accident creating a disturbed condition, terrorist activity, court order, strikes/ riots, civil commotion, pandemic like COVID-19 etc.) CEO, SASB shall suspend the agency’s license. SASB shall not be liable for any damage or liability of any kind arising out of Force Majeure conditions and/ or any other cause beyond the reasonable control of SASB.

22. The Security Deposit will be released after the culmination of Yatra- 2022 to the agency after deducting outstanding amount if any, recoverable from the Security Deposit. The Security Deposit will be subject to forfeiture in case of violation of any of the Terms and Conditions of this Agreement besides imposition of fine upto Rs. 10,000/- and such further action as Chief Executive Officer/ Additional Chief Executive Officer, SASB may consider necessary under the given circumstances.
23. Any contact with the Press about any matter connected with the current bidding process may lead to disqualification of the Bidder/ Agency.

24. CEO, 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. Such an event if occurs during the Yatra, all stationery, records and allied infrastructure will immediately be taken over by the SASB.

25. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.

26. The contract shall be extendible for Yatra period of 2023 subject to;
   i. Good performance & Conduct by the agency in Yatra-2022
   ii. the agency shall have to apply for such extension within two months of culmination of Yatra - 2022
   iii Approval of Chief Executive Officer, SASB
   iv. In such case of approval, earnest money of tender shall be retained till culmination of Yatra-2023.
   v. Subject to approval, Letter of Intent issued for depositing of royalty amount & drawl of agreement shall be issued
   vi. After depositing of royalty amount as per previous LOA and drawl of agreement, Letter of Award shall be issued.

27. In the event of any doubt, dispute or difference of opinion in regard to terms & conditions of the agreement, the concerned parties shall endeavor to settle the same amicably with the SASB through any officer nominated in this behalf. In case, any such doubt, dispute or difference of opinion remains unresolved, the matter shall be referred to the Hon’ble Lieutenant Governor, J&K (Chairman of SASB), who shall be competent to refer the same to any retired Hon’ble Judge of the High Court of Jammu Kashmir & Ladakh for its resolution. The decision so rendered or award, if any, passed shall govern the rights, duties & obligations of the concerned parties and shall be final. No such disputes shall be referred during the currency of the Yatra.

28. All questions relating to the arbitration shall be determined in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the amendments thereto and any re-enactment or modification thereof and the rules framed there under.

Sd/-
Add. Chief Executive Officer,
Shri Amarnathji Shrine Board

“Operation & Management of Car Parking at Baltal Camp during Y -2022”
C. Schedule A. (Technical Format)
The Bidder is advised to give necessary information required against all the fields.

1. Name of the owner of the agency: ______________________________
   Registration No.: ______________________________
   (Proof of ownership/ Registration Certificate)

2. Name: ______________________________
   Address: ______________________________
   E-mail: ______________________________
   Phone no./ mobile no. for correspondence: ______________________________

3. Is your agency holding valid registration: ______________________________
   (please attach copy)

4. ISO 9001-2000 certification or any other accredited certification duly supported with documentary proof. ______________________________

5. GSTIN No. (please attach copy of registration). ______________________________
   (along with latest clearance certificate/ Acknowledgement receipt of GST return Copy “Form - GSTR3B” Ending February-2021)

6. Details of Earnest Money Deposit: ______________________________

7. Details of payment of cost of DNIT ______________________________

9. Total staff strength:
   (i) Supervisors: ______________________________
   (ii) Helpers: ______________________________

10. List of safety/ fire extinguisher equipments etc. to be provided: ______________________________

11. Whether Terms & Conditions as per “General Terms and Conditions for Operation & Management of Car parking at Baltal Camp” are fully acceptable. ______________________________

“Operation & Management of Car Parking at Baltal Camp during Y -2022”
12. Confirmation that Bidder is willing to abide by the terms laid down in the DNIT.

________________________
Signature
________________________
Name
________________________
Designation
________________________
Date

(Authorized Signatory)
FORMAT

(Financial Bid for Yatra - 2022)

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/ firm: ________________________________

2. Name and address of the:
   Proprietor/ Owner.

3. Details of Security Deposit:
   (Amount, CDR/ FDR No. and Bank)

4. Details of payment of cost of DNIT (Please attach a copy of Demand Draft)

5. I hereby offer to pay the lump sum royalty amount as mentioned below, in the event of my bid being accepted for award of the contract:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location</th>
<th>Royalty (in figures)</th>
<th>Royalty inclusive of prescribed GST (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Baltal Base Camp</td>
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</table>

6. I also accept all the Terms and Conditions of the Detailed Notice Inviting Tender (DNIT) for “Operation & Management of Car Parking at Baltal” for Shri Amarnathji Yatra - 2022 without any reservations.

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

“Operation & Management of Car Parking at Baltal Camp during Y -2022”