Jammu and Kashmir
FRESH SHORT TERM TENDER DOCUMENT
FOR
Establishment and Operation of Cloak Room
at
Holy Cave for the duration of
Yatra - 2022

Cost of Tender Document  Rs 200/-
(Rs Two hundred only)
FRESH SHORT TERM TENDER DOCUMENT
FOR
ESTABLISHMENT AND OPERATION OF CLOAK ROOM AT HOLY CAVE
(YATRA - 2022)

NAME OF WORK :-

i. Establishment and Operation of Cloak Room at Holy Cave for the duration of Yatra - 2022.

Reference to NIT NO: SASB/DNIT/1260/2022/34 dated 18.04.2022

<table>
<thead>
<tr>
<th>S. No.</th>
<th>CONTENT</th>
<th>PAGE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice Inviting Tender (NIT) for advertisement</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Instructions to Bidders</td>
<td>4-6</td>
</tr>
<tr>
<td>3</td>
<td>Terms and Conditions of Contract</td>
<td>6-10</td>
</tr>
<tr>
<td>4</td>
<td>Schedule – A (Format for background of the Agency)</td>
<td>11</td>
</tr>
<tr>
<td>5</td>
<td>Schedule – B Bid Format</td>
<td>12</td>
</tr>
</tbody>
</table>
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 valid registration for undertaking the following work at Holy Cave during the Shri Amarnathji Yatra – 2022:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establishment and Operation of Cloak Room at Holy Cave for the duration of Yatra – 2022.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost of Tender Document</th>
<th>Earnest Money Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs. 200/-</td>
<td>Rs. 50,000/-</td>
</tr>
</tbody>
</table>

2. Detailed NIT (DNIT) can be downloaded from SASB website (www.shriamarnathjishrine.com) upto 24.04.2022 in which the cost of DNIT shall be payable in the shape of Demand Draft (Non Refundable) drawn in favour of Director Finance, Shri Amarnathji Shrine Board (SASB), Jammu.

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 General Manger (Works), SASB, Chaitanya Ashram, Talab Tillo, Jammu latest by or before on 25.04.2022 (upto 1400 hours). The bidders, in their own interest, are advised to deliver the bid personally in the office of General Manager (Wrks), Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, 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.

5. All subsequent information/ Corrigendum/ Addendum/ Updates shall be uploaded on SASB website only, therefore, the bidders are requested to visit the website regularly for latest updates.

No: SASB/DNIT/W/1260/2022/34  
Dated: 18.04.2022

Sd/-  
Addl. Chief Executive Officer  
Shri Amarnathji Shrine Board
A. **Instructions to Bidders**

1. The Shrine Board shall provide to the successful bidder (hereafter referred to as agency), a temporary structure/ shed of the size (12’x15’) at Holy Cave two days before the commencement of Yatra 2022 (the date of start of Yatra is on 30.06.2022).

2. Detailed NIT (DNIT) can be downloaded from SASB website (www.shriamarnathjishrine.com) upto 24.04.2022 in which the cost of DNIT shall be payable in the shape of Demand Draft (Non Refundable) drawn in favour of Director Finance, Shri Amarnathji Shrine Board (SASB), Jammu.

3. The bid accompanied with the Earnest Money Deposit in the shape of a CDR/FDR for **Rs 50,000.00 (Rupees fifty thousand)** pledged to the Director Finance, Shri Amarnathji Shrine Board, along with the payment of cost of DNIT, should reach the office of General Manager (Wrks), Shri Amarnathji Shrine Board, Chaitanya Ashram, Tallab Tillo, Jammu be dropped in the Tender Box, kept in the office chamber of General Manager (Wrks), SASB latest by **1400 hours on 25.04.2022**.

4. The **Minimum Reserve Bid** for the Royalty shall be **Rs 1.90 lakh** excluding GST as applicable.

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 at Holy Cave for Yatra - 2022” containing schedule A & EMD of **Rs 50,000.00** in the shape of CDR/ FDR and “Financial Bid for Establishment and Operation of Cloak Room for Yatra - 2022” 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 at Holy Cave for Yatra - 2022” and should reach the office of the General Manager (Wrks), Shri Amarnathji Shrine Board, Jammu latest by **1400 hours, on 25.04.2022**. 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 excluding prescribed GST for the entire duration of Yatra 2022. 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 **1430 hours on 25.04.2022** or any other day in the office chamber of Additional Chief Executive Officer, Chaitanya
Ashram, Tallab Tillo, Jammu in 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 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 Holy Cave 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 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 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 agency debarred from 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. The EMD deposited by the eligible bidder with his bid shall be treated as Security deposit which may be released after satisfactory completion of work after culmination of Yatra.

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 - 2022 is from 30.06.2022.

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 12ft.x15ft. at Holy Cave, two days before the commencement of Yatra 2022 (i.e. from 28.06.2022).
4. G.M. (Works), SASB through his authorized representative 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 (i.e.12.08.2022). 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 10/- each (Rs ten 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 - 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

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, cell phones 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 Yatris 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. 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.

23. The Earnest Money Deposit will be released after the culmination of Yatra 2022 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 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 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 2022 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 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. 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.

29. 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/-
Addl. Chief Executive Officer
Shri Amarnathji Shrine Board
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
   Valid registration or past experience:
   (please attach copy). ______________________________

4. GST No.
   (please enclose an attested copy) _________________________
   (along with latest clearance certificate/ Acknowledgement receipt of GST return Copy
   “Form - GSTR3B” Ending February-2022)

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 of cloakroom”
   are fully acceptable. ______________________________

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

    Signature ______________________
    Name ______________________
    Designation ______________________
    Date ______________________

    (Authorized Signatory)
BID FORMAT (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:

2. Name, address and phone/ mobile no. of Proprietor/ Partners.

3. 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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Camp</th>
<th>Royalty* (in figures)</th>
<th>Royalty excluding of GST as applicable (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Holy Cave</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Details of payment of Security Deposit

5. Details of payment of cost of DNIT (please attach copy of Demand Draft)

6. We also accept all the terms of Detailed Notice Inviting Tender for “Establishment and Operation of Cloak Room” at Holy Cave during Shri Amarnathji Yatra 2022 without any reservations.

   Signature __________________

   Name ______________________

   Date ________________________

   (Authorized Signatory)

   * Strike out whichever is not applicable.