Shri Amarnathji Shrine Board
Notice Inviting Tender

For and on the behalf of the Chairman, Shri Amarnathji Shrine Board, Sealed tenders on the prescribed format affixed with revenue stamps worth Rs.4/- are invited from the reputed Television Channel Companies desirous of seeking permission in regard to Live Telecast of Aarti before the Holy Cave Shrine of Amarnathji, twice a day (of about half an hour duration each) at "Holy Cave Shrine" for a period of three years, during the Yatra periods w.e.f. Yatra 2022 on non exclusive basis.

Tender duly accompanied with Earnest Money in the shape of FDR / TDR amounting to Rs.1 Lakh pledged to Director Finance, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu in two bid format as mentioned in the detailed terms and conditions, should reach the office of the Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu latest by **28.03.2022 up to 2 PM**, which shall be opened on the same day or any other day convenient to the undersigned, in presence of such bidders as may choose to be present.

Tender forms along with detailed terms and conditions can be obtained from the Office of the Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu during the working hours on cash payment (non-refundable / non-transferable) of Rs.1180/- (Rs One thousand only plus applicable GST) or can be downloaded from our website [www.shriamarnathjishrine.com](http://www.shriamarnathjishrine.com), which shall be accompanied with Demand Draft of Rs. 1180/- drawn in favour of the Director Finance, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu.

All offers must be sent through registered post / reputed courier services or be put in the sealed tender box available in the Office of the Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu along with the terms and conditions duly signed by the bidder at the space mentioned therein. Conditional tenders or tender received after the stipulated date and time shall not be considered.

- sd -
(Additional Chief Executive Officer)

No.SASB/DNITNo.843-A/2022/06
Dated: 04.03.2022
Detailed Terms and Conditions in respect of Tender Notice Issued under No: SASB/DNIT No.843-A/2022/06 Dated 04.03.2022.

1. On behalf of the Chairman, Shri Amarnathji Shrine Board, Srinagar (J&K), sealed bids are invited from the Television Channel Companies desirous of seeking permission in regard to Live Telecast of Aarti before the Holy Cave of Shri Amarnathji, twice a day (of about half an hour duration each) at "Holy Cave Shrine" for a period of three years, during Yatra period on non exclusive basis subject to the following eligibility conditions:

   i) The bidder must possess necessary permission from the Ministry of Information and Broadcasting, Government of India for up linking a Television Channel, for which the bidder shall submit necessary documentary evidence.

   ii) The bidder must submit an affidavit sworn before Judicial Magistrate First Class that it shall ensure securing timely permissions from the Ministry of Information and Broadcasting, Government of India, for up linking a Television Channel, which shall, on standalone basis or on repetitive renewal basis, cover the entire period of license i.e. 03 years from the date of issue of letter of Award/ signing of Agreement as the successful bidder.


   iv) The minimum reserve bid for the non exclusive license shall be Rs. 45 lakh plus applicable GST for three years i.e., Rs 15 lakh plus applicable GST per year.

2. The bidder shall submit his / her offer in two bid format containing the Technical Bid and the Financial Bid as per the details noted below:

   a) The Technical Bid shall contain the duly signed tender document in acknowledgement of acceptance of the terms and conditions contained therein, Pre-Qualification Bid as per Schedule-A, Technical Proposal indicating all relevant details, documentary evidence in support of eligibility and details of relevant experience with supporting documents, Earnest Money Deposit for the prescribed amount and the details of the Company profile. All the documents forming the Technical Bid shall be properly sealed in a separate sealed cover duly superscribed as "Technical Bid" along with NIT No. and Name of the bidder.

   b) The Financial Bid shall be furnished as per the format at Schedule-B and properly sealed in a separate cover duly superscribed "Financial Bid" along with NIT No. and Name of the bidder.
c) Both the covers sealed independently shall then be placed in the third sealed cover, which shall be subscribed “Tender for live Telecast of Aarti” along with the NIT No., date and the name / address of the bidder.

3. The bidder shall clearly specify in figures and words the amount of bid, which the bidder is prepared to pay. Offer below the prescribed Reserve Bid shall not be considered. Any quotation written in pencil shall be rejected. The tender entries shall be typed or written in ink and should be legible. There should not be any erasing or over-writing or fluid corrections. In case of any discrepancy between figures & words, the amount written in words shall prevail.

4. The bidder is advised to, in its own interest, visit the site of operation before submitting the tender. (Criteria for successful bidder shall be: (a) relevant Experience (b) Live telecast Coverage (c) Provision for Technical Support & (d) Infrastructure of the Company / Agency).

5. Tender form along with detailed terms and conditions can be obtained from the Office of the Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu between 10.00 AM to 5.00 PM, on any working day on cash payment of Rs. 1,180/- (Rs One Thousand only plus applicable GST). The tender form can also be downloaded from our website www.Shriamarnathjishrine.com which shall be accompanied with Demand Draft of Rs. 1,180/- drawn in favour of Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu.

6. The tenders must be completed in all respects before submission. All terms and conditions of the tender should be carefully studied for ensuring submission of complete and comprehensive offer.

7. The date of opening of Financial Bids shall be intimated only to the eligible short listed bidders after evaluation of Technical Bids. The Financial Bids shall be opened in the presence of such short listed bidders as may choose to be present on the date and time of the opening of the Financial Bids.

8. All offers must be sent through registered letter / reputed courier service or be put in the sealed tender box kept for the purpose in the office of Shri Amarnathji Shrine Board Chaitanya Ashram, Talab Tillo, Jammu.

9. Canvassing in connection with tenders in any form is strictly prohibited, and if resorted to, will render the bidder disqualified.

10. The successful bidder shall be required to accept all the terms and conditions of the NIT and shall have to execute a formal Agreement within 15 days of issue of letter of Award with the authorized representative of Shrine Board, in which all the terms and conditions of the license shall be indicated, and the licensee shall be bound by all such terms and conditions.

11. The bidder shall deposit the amount (as indicated in the tender notice) in the form of (FDR/TDR), as earnest money, pledged to the Director Finance, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu failing which the tender would not be considered.
12. The EMD (in the form of FDR/TDR only) of the successful bidder shall be retained and the same shall be refunded, on the satisfactory completion of the contract, while those of the unsuccessful bidders shall be refunded after the finalization of the tender process.

13. The licensee shall ensure installation of the required infrastructure for providing requisite necessary bandwidth, connectivity and delivery platforms purely on temporary and removable basis at its own cost. No liability shall accrue to the Shrine Board on any account, whatsoever.

14. The video/voice data shall be an exclusive property of the Shrine Board. The licensee shall, under no circumstances, use the feed of video/voice data of Aarti for sharing with / selling to any other channel/agency etc for commercial purpose or otherwise, without securing a written permission from the Chief Executive Officer, Shri Amarnathj Shrine Board on mutually agreed terms and conditions. The Shrine Board reserves the right to consider or reject any such request by the licensee.

15. The licensee / permission holder is not authorized to share the feed of video / voice data of Aarti to any Television Channel & Radio Channels. The Board reserves the right to share / reject the request made by any TV Channel or Radio Channel for sharing the feed of video of Aarti. In case the Board decides to share the feed of video / voice data of Aarti with any TV Channel or Radio Channel then the concerned TV or Radio Channel has to pay the Royalty to SASB as deemed appropriate by SASB.

16. There shall be no commercial break or display of any advertisement during the live telecast of Aarti. The cameras should be placed to cover the maximum possible area of the Live telecast of Aarti as well as Holy Cave.

17. The successful bidder shall ensure display of messages/scrolls during live telecast as desired by SASB, from time to time. No messages / scrolls of any kind shall be displayed by the successful bidder without the prior approval of CEO, SASB.

18. The bidder shall have to comply with all directions/suggestions of the Board regarding any alternations or modifications in the content or presentation of the Aarti at any time during the period of the contract.

19. The licensee shall at all times fully cooperate with the management at Holy Cave of Shri Amarnathji and comply with the spot instructions given by the authorities from time to time.

20. The licensee shall ensure round the clock monitoring of its installations and equipments and ensure that no damage is caused to any life and property.

21. Safety and security of the installations & equipment shall be the sole responsibility of the licensee and Shri Amarnathji Shrine Board shall not be liable for any damage caused what-so-ever.
22. The licensee shall abide by all the rules and regulations, as amended from time to time, notified by the Shrine Board and maintain sanctity of Shrine and not indulge in any activity which is prejudicial to the sanctity of the Holy Shrine. Staff of the licensee 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 pilgrims.

23. The video/voice data from the feed shall not be used for any other commercial activity, including production of movies, films, songs, serials, documentaries, advertisements etc.

24. The licensee shall at all times ensure that its activities do not disturb, in any manner, the smooth management of pilgrimage. In case of violation of this condition, the license is likely to be revoked without any prior notice.

25. The licensee shall ensure that entire feed of Aarti shall be telecast ensuring the full sanctity of the Holy Shrine. The licensee shall also ensure that for vide publicity; the live telecast of Aarti should be linked with the social media App like youtube.

26. The Shrine Board reserves its absolute right not to accept any tender/offer at any stage before execution of license deed. In case the Shrine Board decides not to accept any tender/offer in whole or in part, it shall not be required to assign any reasons thereof to the bidder.

27. The Chief Executive Officer / Additional Chief Executive Officer reserve the right to negotiate the amount of bid, after opening of tenders, before offering the non-exclusive license, in the larger interest of the Shrine Board.

28. If the bidder, as a Partner / Director of a company, is a defaulter, owes by himself or by proxy or on behalf of any other person, any money dues, in any connection whatsoever, to the Shrine Board, his tender shall not be considered unless he / she clears his/her outstanding as determined by the Shrine Board before submission of tender. In case the Board detects hereto after or comes to know about it, the CEO/ Addl. CEO shall be at liberty to take any action as deemed fit including the revocation of license.

29. The licensee shall have no right to make any addition, alteration, improvement, change or even affect any repair in the premises to be used in connection with live-telecast operations without the prior written approval of the Chief Executive Officer / Additional Chief Executive Officer, SASB.

30. The successful bidder shall have to deposit the offered Royalty amount on pro-rata basis for each year of contract period in the shape of demand draft in favour of Shri Amarnathji Shrine Board before the commencement of that year’s Yatra.
31. The Chief Executive Officer/ Addl. Chief Executive Officer shall be at liberty to revoke the license in case any condition of the NIT/ Agreement is violated, and in that case the licensee shall be prohibited to continue his operations and shall remove his / her demur without any objection.

32. The period of license will commence from stipulated date in the Agreement to be signed and shall ipso-facto expire on the completion of a period of three years from the date so indicated.

33. The licensee shall not transfer, share, sublet or assign-the telecast permission either wholly or in part to any other party or person.

34. The bidder shall clearly specify the number and names of such channels on which it proposes to undertake the live telecast of the Aarti. The profile of each channel along with specific details and cumulative time slots of religious programmes telecast on the channels shall be submitted by the bidder.

35. The bidder shall also specify whether the channel shall telecast the Live Aarti for the viewers abroad (overseas) and that whether the firm possesses the permission/rights for transmission abroad. The bidder shall have to specifically quote for such transmissions abroad.

36. The Shrine Board shall not be responsible for any loss or damage caused to the equipment etc. belonging to the licensee, on account of any natural calamity, or otherwise.

37. The licensee shall have to abide by all relevant restrictions imposed and relevant orders issued by the Shrine Board from time to time, in this behalf.

38. The electric /water/telephone / net connection facility shall be provided by the Shrine Board along with 2 Bed accommodation with attached toilets for the team who will be stationed at Holy Cave for Telecast. Accommodation charges @ Rs.250/-per person per bed plus applicable GST and other taxes will be paid by the company.

39. The licensee is required to submit Police Verification Reports and Compulsory Health Certificates of the staff to be deployed at Holy Cave at least 15 days prior to the commencement of Yatra.

40. It shall be the responsibility of the Bidder to obtain all the necessary licenses/permissions and to ensure that all the statutory and legal requirements, rules and regulations for the operation of telecast of live Aarti are fully complied with.

41. The premises used by the licensee at Holy Cave shall be subject to inspection by the Chief Executive Officer/ Additional Chief Executive Officer or any other officer authorized by the said authorities at any point of time.

42. The licensee shall not leave the site of operation after the culmination of Yatra without the approval of CEO, SASB.
43. If the licensee fails to abide by any of the terms and conditions of the agreement deed, his license shall stand revoked and FDR / TDR forfeited in favour of the Shrine Board.

44. 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.

45. 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. The Courts at Srinagar/Jammu alone shall have jurisdiction to decide upon the dispute between the parties.

46. In case of occurrence of Force Majeure conditions, the Company shall promptly inform CEO, SASB about occurrence of such conditions. On receipt of the Company’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 Company’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.

47. The Shri Amarnathji Shrine Board 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 the SASB.

48. The interesting bidders may attend the office of SASB at Chaitanya Ashram, Talab Tillo, Jammu on **15.03.2022 at 2 PM** for any clarification in this regard.

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Additional Chief Executive Officer
## Pre Qualification Application Format

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars / Criterion</th>
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<tbody>
<tr>
<td>1</td>
<td>Name &amp; address of the Company with Address (Telephone number/contact Mobile No./Fax No.1 / e-mail) along with brief description of background (The Company profile and background to be appended as a separate enclosure).</td>
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<tr>
<td>2</td>
<td>Date of establishment of the Company/Television Channel. Details of Registration No. of the Company. Location of Head Office, Regional Office and Branch office.</td>
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<tr>
<td>3</td>
<td>Please specify whether you are submitting your tender as a Proprietor / Partner / Director of the Company.</td>
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<td>4</td>
<td>i) Name of the Proprietor / Partners / Directors of the Company together with technical qualifications.</td>
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<td>ii) Organizational status. Manpower strength and details of Key Personnel.</td>
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<td>5</td>
<td>i) Past experience in the field alongwith performance certificates (please enclose testimonials documentary evidence).</td>
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<td>ii) The period, value of latest proof in support of viewership be enclosed.</td>
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<td>6</td>
<td>Annual turnover in the last three years as per the audited balance sheet, a attested copy thereof be enclosed. i.e., for the year 2018-2019, 2019-2020 &amp; 2020-2021.</td>
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<td>7</td>
<td>a) PAN (Proof to be enclosed)</td>
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<td>b) Income Tax return statements / Income Tax Assessment Order (for the last three years i.e., 2019-2020, 2020-2021 &amp; 2021-2022 to be enclosed)</td>
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<td>c) GST No. (Goods &amp; Service Tax Registration number.</td>
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<td>8</td>
<td>Detail of Security Deposit / EMD (in the form of FDR / TDR only)</td>
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<td>Amount Name of Issuing Bank Date of Issue                                                                 -------------------------------------------------------------------------------------------------------------</td>
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<td>9</td>
<td>Duration of validity of bid (six months from the last date of receipt of tenders)</td>
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<td>10</td>
<td>Does the bidder owe by himself or by proxy or on behalf of any other person any money/</td>
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<td>dues in connection whatsoever to the Shrine Board.</td>
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<td>11</td>
<td>Please indicate if you are holder of an international certification such as ISO (Copy to</td>
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<td>be enclosed).</td>
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<td>12</td>
<td>No. and names of the channels on which the live telecast is proposed.</td>
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<td>13</td>
<td>Whether the programmes aired by the aforecited channel are predominantly religious/spiritual</td>
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<td>in content and has been telecasting atleast 10 hrs of religious/spiritual content on a</td>
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<td>daily basis for atleast 2 years as on 01.092021 (affidavit to be enclosed). ii) The</td>
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<td>bidder to indicate the cumulative time slot for such programmes.</td>
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<td>14</td>
<td>i) Whether the bidder intends to transmit the live Aarti abroad</td>
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<td>ii) Whether it has the permission of the Competent Authority(s) to do so. (copy of the</td>
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<td>permission to be enclosed.</td>
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<td>15</td>
<td>Whether the documentary proof regarding the permission of the Ministry of information and</td>
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<td>Broadcasting issued in favour of the Company for carrying out the relevant operations</td>
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<td>enclosed as per the eligibility conditions. Please enclose the relevant documents.</td>
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I certify that I am authorized to furnish the information given above on behalf of the Company I represent, and that it is true to the best of my knowledge and belief (copy of the necessary Authorization Letter enclosed).

Signature of Bidder
Name in Block Letters
Name of the Company and Address

Date: ____________________________
Place: ____________________________
Name of the Bidder ________________________________________________

NIT No: Dated

Amount of CDR /FDR with number and date:_________________________________

To

The Chief Executive Officer,
Shri Amarnathji Shrine Board
J&K.

Sir,

I, ___________________________ s/o Sh.________________________ R/o ______________________ in the capacity of Proprietor / Director of Television Channel Company (name of the company / channel), hereby submit my tender for Live Telecast of Aarti before the Holy Cave of Shri Amarnathji twice a day, morning 6:00 AM to 6:30 AM & evening 5:00 PM to 5:30 PM (of about half an hour duration each) at "Holy Cave" for a period of three years, on non exclusive basis on _____________________ channel(s) for an amount of ______________________ (in Figures) Rupees ________________________ (in words) + applicable GST and other taxes for Yatra 2022, 2023 & Yatra 2024.

2. The live telecasting of the Aarti shall be simultaneously undertaken on additional TV Channel(s), belonging to the tendering Company and the following additional sum shall be paid. (This is required to be indicated, in case the bidder intends to telecast the Aarti on more than one channel):

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the Channel / Channels with which the feed of video / voice data is proposed to be shared</th>
<th>Amount of bid (in Rs.) + applicable GST &amp; other taxes</th>
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Signature ______________________________

3. I further affirm that I have read and fully understood the terms and conditions noted in the tender notice and agree to abide by them and these documents are being signed in token of my acceptance.

4. If the permission is accorded in my favour, the tendered amount will be deposited by the undersigned partly as per terms and conditions of the Tender Document. In case, I fail to do so, I will forfeit my right to start my business and the earnest money pledged to the Shrine Board.
5. After my offer is accepted, I will execute a formal license deed with the Shrine Board within the period prescribed by the Board and that I shall also be bound by all such terms and conditions laid therein. If I contravene any of the conditions of the agreement, I will forfeit my right to continue my business and the earnest money pledged to the Board.

6. It is also certified that I am authorized to submit such an undertaking on behalf of my company/ firm.

Signature ______________
Name: ______________________
(Capital letters)
S/o Shri: ________________
R/O ________________

Name of the Company with address

Seal of the company