



## **Shri Amarnathji Yatra-2016**

**Sr. No.....**

### **DETAILED NOTICE INVITING TENDER (DNIT)**

for

#### **Establishment and Operation of Cloak Room (Yatra-2016)**

**This document contains:**

- I. Notice Inviting Tender (Abridged Form)
- II. Instruction to Bidders
- III. Terms and Conditions of Contract
- IV. Schedule (Bid Format)

**Cost of DNIT: Rs. 100 only (Rupees one hundred only)**

**Shri Amarnathji Shrine Board**  
Chaitanya Ashram, Talab Tillo, Jammu  
Ph. 0191-2555662, Fax 0191-2503399

I.

## **Notice Inviting Tender**

For and on behalf of the Chairman, Shri Amarnathji Shrine Board, sealed Bids are invited from individuals / agencies for the **Establishment and Operation of Cloak Room at Nunwan** for the duration of 2016 Yatra (the duration and schedule of Yatra 2016 shall be notified separately later). The Bids should reach this office by or before **4<sup>th</sup> February, 2016** up to **1400** hours.

The Tender documents (NIT) containing detailed Terms and Conditions and Tender Forms can be obtained from the office at Chaitanya Ashram, Jammu, against cash payment of Rs.100/- (Non-refundable) on any working day or can be downloaded from Shrine Board's Official Website: [www.shriamarnathjishrine.com](http://www.shriamarnathjishrine.com), in which case the Tender fee of Rs. 100/- will have to be paid in the shape of a Demand Draft in favour of Shri Amarnathji Shrine Board, payable at Jammu, along with the sealed Bid.

For further details, please refer the DNIT.

**NIT No: SASB/NIT/2015/\_\_\_\_\_**  
**Date: \_\_\_\_\_**

Sd/-  
**Additional Chief Executive Officer**  
Shri Amarnathji Shrine Board

## **II. Instructions to Bidders**

- a) 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 2016. The schedule of Yatra 2016 shall be notified by February 2016.
- b) The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of 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 5.00 PM up to **2<sup>nd</sup> February, 2016** or the same can be downloaded from Board's website [www.shriamarnathjishrine.com](http://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.
- c) The bid accompanied with the Earnest Money Deposit in shape of a CDR / FDR for **Rs. 20,000/- (Rupees twenty thousand only)** for **Nunwan** sector, 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 on 4<sup>th</sup> February, 2016**. The envelope containing the bid should be sealed and super-scribed: "**Tender for Cloak Room at Nunwan** sector, **NIT No SASB/NIT/2015/\_\_\_\_\_**".
- d) The **Minimum Reserve Bid** for the Royalty shall be **Rs. 60,000/-**.
- e) The bidder should quote its offer of royalty as a lump-sum amount for the entire duration of Yatra 2016. The successful bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.
- f) **The bids will be opened at 1500 hours on 4<sup>th</sup> February, 2016** 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.
- g) All entries in the bid should be legible and filled in clearly typed or written in ink. Bids written with pencil would not be considered. Each paper of the bid shall be completed in all respects and duly signed and stamped by the bidder or his authorized representative. No overwriting or cutting is permitted. The bidder shall not make or cause any alteration, erasure or obliteration to the text of the bid. If any corrections have been made, it shall be neatly done and properly signed by the bidder, without which the bid shall not be accepted. Bids incomplete in any form or conditional bids will be rejected.

- h) The bid amount should be written both in figures as well as in words. In case of any inconsistency, the amount written in words will be considered.
- i) Incomplete bid not accompanied with required Tender Fee and Earnest Money Deposit or received by the Shrine Board after the prescribed deadline for submission of bid, shall not be considered.
- j) **The bid shall remain valid and open for acceptance for a period of 120 days from the last date of receipt of bid.**
- k) 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.
- l) 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 issue of the LoI and to execute the Agreement with Additional CEO, or his authorized representative, within 15 days from the date of issue of the LoI.
- l) On receipt of the Royalty amount in full and execution of the Agreement within the stipulated period, the Letter of Award (LoA) shall be issued in favour of the successful bidder for Establishment and Operation of Cloak Room for Yatra 2016.
- m) The Earnest Money Deposit of the bidder may be forfeited and LoA issued in his favour may be withdrawn if he fails to: (i) to deposit the Royalty amount mentioned in the LoI within 10 days from the issue of the LoI; and, (ii) sign the Agreement with Additional CEO, SASB, or his authorized representative, within 15 days from the issue of the LoI.
- n) The Earnest Money Deposit of the unsuccessful bidders shall be released after the issue of LoA in favour of the successful bidder and the Earnest Money Deposit of the successful bidder shall be treated as Security Deposit.
- o) 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.
- p) 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.
- q) CEO, SASB may, in its absolute discretion, but without any obligation to do so, update, amend or supplement the information in this DNIT.
- r) 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.

- s) 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.
- t) Canvassing in connection with bid in any form is strictly prohibited, and if resorted to, will render the bidder disqualified and the Earnest Money Deposit shall stand forfeited.
- u) 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.
- v) Any contact with the Press about any matter connected with the current bidding process may lead to disqualification of the bidder.
- w) The CEO, SASB may, at his discretion, extend the deadline for submission of bids in which case all rights and obligations of the Shrine Board and bidder will be the same. 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. The CEO, SASB reserves the right to reject all or any bid in whole, or in part, without assigning any reason. Any enquiry after the submission of bid will not be entertained.

### **III. 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 issue of the LoI and to execute the Agreement with Additional CEO, or his authorized representative, within 15 days from the date of issue of the LoI. The exact date of commencement of the Yatra will be notified by February/ March 2016.
2. **The Firm shall have to deposit the full Royalty amount within 10 days of the issue of Letter of Intent and execute the Agreement within 15 days of the issue of Letter of Intent** in his favour, failing which, without any prior notice: (i) his Security Deposit shall be forfeited; (ii) the Letter of Intent issued in his favour shall be withdrawn; and (iii) the Letter of Intent shall be issued to another bidder or any other firm whom the CEO deems fit.
3. The Shrine Board shall provide to the Firm, a temporary structure / shed of the size 40 ft. x 20 ft. at Nunwan, a day before the commencement of Yatra 2016.

4. G.M. (Works), SASB shall take over the actual / physical possession of the Cloak room in case Firm fails to deliver / handover the same within 48 hours from the date of efflux of the Yatra. If the Firm fails to turn up to handover the Cloak Room to G.M. (Works) within the prescribed deadline, the Firm 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 Firm shall charge Rs.10/- each (Rupees Ten only) for keeping a item in the Cloak Room every 24 hours or a part thereof.
6. Shri Amarnathji Shrine Board shall not be responsible for any loss of revenue to the Firm in case of suspension of Yatra on any day(s) due to inclement weather, local disputes, directions of court, or any other reason.
7. The Firm shall be solely responsible for any theft or damage to the articles lodged in the Cloak Room.
8. The Firm 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 Firm shall also prominently display the rates of depositing a baggage as indicated at clause 5. The Firm shall take all precautions while admitting baggage in the Cloak Room and check against inflammable and explosive articles being admitted. The Firm shall also keep in the Cloak Room, a prominently displayed Fire extinguisher of sufficient capacity.
9. The Firm shall be responsible for all the allied arrangements and payments with regard thereto connected with the Operation of Cloak Room.
10. The Firm 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 Firm's personnel.
11. The Firm 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. The luggage shall be stacked in steel racks of appropriate sizes, to be arranged by the Firm.
12. The Firm 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.
13. The Firm shall ensure that no kitchen, shop, sarai, mandir, etc is established inside the Cloak room premises. The Firm shall ensure complete cleanliness and take required measures for environment protection in and around the Cloak Room.

14. In the event of any loss being caused to the Shrine Board as a result of any lapse on the part of the Firm 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 Firm up to twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the Firm.
15. During the course of Agreement, if any of the Firm'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 be deemed just in proper for smooth running of Shri Amarnathji Yatra. In the event of CEO terminating the Agreement, the Firm shall not be entitled to any refund of royalty or payment of compensation, and its Security Deposit shall stand forfeited.
16. Any loss to any Yatri or any property of the SASB or the Firm itself, due to any accident, or any event including theft caused while operating the Cloak Room, will be the sole responsibility of the Firm, who shall be solely and exclusively liable for such loss and the related consequences.
17. The Firm 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. The staff of the Firm shall not indulge in smoking or consumption of liquor / alcohol or consumption of any non-vegetarian food articles. They shall maintain proper decorum and discipline, and ensure proper conduct in speech and dress. They shall also refrain from any other activity which might hurt the sentiments of the pilgrims.
18. The Chief Executive Officer, SASB, shall be at liberty to suspend the arrangement due to any *Force Majeure* conditions such as Government regulations, court orders, wars, accidents creating disturbed conditions, terrorist activity, strikes/ riots, civil commotion etc.
19. The Security Deposit will be released after the culmination of Yatra 2016 to the Firm, after deducting outstanding amount if any, recoverable from the security amount. The Security Deposit will be subject to forfeiture in case of violation of any of the Terms and Conditions of the Agreement besides imposition of fine up to Rs. 10,000 and such further action as Chief Executive Officer / Additional Chief Executive Officer, SASB may consider necessary under the given circumstances.
20. Any contact with the Press about any matter connected with the current Bidding process may lead to disqualification of the Bidder/ Firm.
21. Even though the validity of this contract shall be for the period corresponding to Yatra 2016 only, Chief Executive Officer, SASB shall be at liberty to cancel the Contract by giving three days notice in the event of any breach of the Agreement entered upon with the SASB. However,

validity of this Contract shall be from the day of signing the Agreement till the time SASB releases the Security Deposit of the Firm. 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.

22. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
23. 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 Firm shall not be entitled to suspend the service to which the dispute relates until CEO, SASB otherwise decides. The arbitration proceedings will be held at Srinagar/ Jammu only. The arbitration proceedings shall be governed by the provisions of the J&K Conciliation and Arbitration Act, 1997, as amended from time to time. The decision/ award of the arbitrator shall be binding upon both the parties.
24. 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.

**Additional Chief Executive Officer  
Shri Amarnathji Shrine Board**

**BID FORMAT (YATRA 2016)**

**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 Firm:
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 issue of Letter of Intent and sign the Agreement with SASB within 15 days of issue of Letter of Intent, in the event of my bid being accepted for award of the contract:

#	Sector	Royalty* (in figures)	Royalty (in words)
1.	<b>Nunwan</b>		

4. Details of payment of Security Deposit
5. Details of payment of cost of DNT (please attach Demand draft or Cash Receipt as the case may be)
6. We also accept all the terms of Detailed Notice Inviting Tender for **“Establishment and Operation of Cloak Room”** at **Nunwan sector** during Shri Amarnathji Yatra 2016 without any reservations.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

(Authorized Signatory)

\* Strike out whichever is not applicable.

## Notice Inviting Tender

For and on behalf of the Chairman, Shri Amarnathji Shrine Board, sealed Bids are invited from individuals / agencies for the **Establishment and Operation of Cloak Room at Baltal** sector (**Baltal, Panjtarni and Holy Cave**) for the duration of 2016 Yatra (the duration and schedule of Yatra 2016 shall be notified separately later). The Bids should reach this office by or before **4<sup>th</sup> February, 2016** up to **1400** hours.

The Tender documents (NIT) containing detailed Terms and Conditions and Tender Forms can be obtained from the office at Chaitanya Ashram, Jammu, against cash payment of Rs.100/- (Non-refundable) on any working day or can be downloaded from Shrine Board's Official Website: [www.shriamarnathjishrine.com](http://www.shriamarnathjishrine.com), in which case the Tender fee of Rs. 100/- will have to be paid in the shape of a Demand Draft in favour of Shri Amarnathji Shrine Board, payable at Jammu, along with the sealed Bid.

For further details, please refer the DNIT.

Sd/-

**NIT No: SASB/NIT/2015/** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Additional Chief Executive Officer**

Shri Amarnathji Shrine Board

## **II. Instructions to Bidders**

- a) The Shrine Board shall provide to the successful bidder (hereafter referred to as Firm), a temporary structure / shed at **Baltal sector** (i.e. of the size 40 ft. x 20 ft. at Baltal & Panjtarni and of the size 12 ft. x 15 ft. at Holy Cave), a day before the commencement of Yatra 2016. The schedule of Yatra 2016 shall be notified by February 2016.
- b) The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of 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 5.00 PM up to **2<sup>nd</sup> February, 2016** or the same can be downloaded from Board's website [www.shriamarnathjishrine.com](http://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.
- c) The bid accompanied with the Earnest Money Deposit in shape of a CDR / FDR for **Rs. 50,000/- (Rupees fifty thousand only)** for **Baltal** sector (**Baltal, Panjtarni and Holy Cave**), 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 on 4<sup>th</sup> February, 2016**. The envelope containing the bid should be sealed and super-scribed: "**Tender for Cloak Room at Baltal** sector, **NIT No SASB/NIT/2015/\_\_\_\_\_**".
- d) The **Minimum Reserve Bid** for the Royalty shall be **Rs. 25,000/-**.
- e) The bidder should quote its offer of royalty as a lump-sum amount for the entire duration of Yatra 2016. The successful bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.
- f) **The bids will be opened at 1500 hours on 4<sup>th</sup> February, 2016** 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.
- g) All entries in the bid should be legible and filled in clearly typed or written in ink. Bids written with pencil would not be considered. Each paper of the bid shall be completed in all respects and duly signed and stamped by the bidder or his authorized representative. No overwriting or cutting is permitted. The bidder shall not make or cause any alteration, erasure or obliteration to the text of the bid. If any corrections have been made, it shall be neatly done and properly signed by the bidder, without which the bid shall not be accepted. Bids incomplete in any form or conditional bids will be rejected.

- h) The bid amount should be written both in figures as well as in words. In case of any inconsistency, the amount written in words will be considered.
- i) Incomplete bid not accompanied with required Tender Fee and Earnest Money Deposit or received by the Shrine Board after the prescribed deadline for submission of bid, shall not be considered.
- j) **The bid shall remain valid and open for acceptance for a period of 120 days from the last date of receipt of bid.**
- k) 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.
- l) 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 issue of the LoI and to execute the Agreement with Additional CEO, or his authorized representative, within 15 days from the date of issue of the LoI.
- m) On receipt of the Royalty amount in full and execution of the Agreement within the stipulated period, the Letter of Award (LoA) shall be issued in favour of the successful bidder for Establishment and Operation of Cloak Room for Yatra 2016.
- n) The Earnest Money Deposit of the bidder may be forfeited and LoA issued in his favour may be withdrawn if he fails to: (i) to deposit the Royalty amount mentioned in the LoI within 10 days from the issue of the LoI; and, (ii) sign the Agreement with Additional CEO, SASB, or his authorized representative, within 15 days from the issue of the LoI.
- o) The Earnest Money Deposit of the unsuccessful bidders shall be released after the issue of LoA in favour of the successful bidder and the Earnest Money Deposit of the successful bidder shall be treated as Security Deposit.
- p) 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.
- q) 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.
- r) CEO, SASB may, in its absolute discretion, but without any obligation to do so, update, amend or supplement the information in this DNIT.
- s) 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.

- t) 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.
- u) Canvassing in connection with bid in any form is strictly prohibited, and if resorted to, will render the bidder disqualified and the Earnest Money Deposit shall stand forfeited.
- v) 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.
- w) Any contact with the Press about any matter connected with the current bidding process may lead to disqualification of the bidder.
- x) The CEO, SASB may, at his discretion, extend the deadline for submission of bids in which case all rights and obligations of the Shrine Board and bidder will be the same. 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. The CEO, SASB reserves the right to reject all or any bid in whole, or in part, without assigning any reason. Any enquiry after the submission of bid will not be entertained.

### **III. 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 issue of the LoI and to execute the Agreement with Additional CEO, or his authorized representative, within 15 days from the date of issue of the LoI. The exact date of commencement of the Yatra will be notified by February/ March 2016.
2. **The Firm shall have to deposit the full Royalty amount within 10 days of the issue of Letter of Intent and execute the Agreement within 15 days of the issue of Letter of Intent** in his favour, failing which, without any prior notice: (i) his Security Deposit shall be forfeited; (ii) the Letter of Intent issued in his favour shall be withdrawn; and (iii) the Letter of Intent shall be issued to another bidder or any other firm whom the CEO deems fit.
3. The Shrine Board shall provide to the Firm, a temporary structure / shed of the size 40 ft. x 20 ft. at Baltal & Panjtarni and of the size 12 ft. x 15 ft. at Holy Cave, a day before the commencement of Yatra 2016.

4. G.M. (Works), SASB shall take over the actual / physical possession of the Cloak room in case Firm fails to deliver / handover the same within 48 hours from the date of efflux of the Yatra. If the Firm fails to turn up to handover the Cloak Room to G.M. (Works) within the prescribed deadline, the Firm 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 Firm shall charge Rs.10/- each (Rupees Ten only) for keeping a item in the Cloak Room every 24 hours or a part thereof.
6. Shri Amarnathji Shrine Board shall not be responsible for any loss of revenue to the Firm in case of suspension of Yatra on any day(s) due to inclement weather, local disputes, directions of court, or any other reason.
7. The Firm shall be solely responsible for any theft or damage to the articles lodged in the Cloak Room.
8. The Firm 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 Firm shall also prominently display the rates of depositing a baggage as indicated at clause 5. The Firm shall take all precautions while admitting baggage in the Cloak Room and check against inflammable and explosive articles being admitted. The Firm shall also keep in the Cloak Room, a prominently displayed Fire extinguisher of sufficient capacity.
9. The Firm shall be responsible for all the allied arrangements and payments with regard thereto connected with the Operation of Cloak Room.
10. The Firm 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 Firm's personnel.
11. The Firm 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. The luggage shall be stacked in steel racks of appropriate sizes, to be arranged by the Firm.
12. The Firm 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.
13. The Firm shall ensure that no kitchen, shop, sarai, mandir, etc is established inside the Cloak room premises. The Firm shall ensure complete cleanliness and take required measures for environment protection in and around the Cloak Room.

14. In the event of any loss being caused to the Shrine Board as a result of any lapse on the part of the Firm 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 Firm up to twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the Firm.
15. During the course of Agreement, if any of the Firm'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 be deemed just in proper for smooth running of Shri Amarnathji Yatra. In the event of CEO terminating the Agreement, the Firm shall not be entitled to any refund of royalty or payment of compensation, and its Security Deposit shall stand forfeited.
16. Any loss to any Yatri or any property of the SASB or the Firm itself, due to any accident, or any event including theft caused while operating the Cloak Room, will be the sole responsibility of the Firm, who shall be solely and exclusively liable for such loss and the related consequences.
17. The Firm 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. The staff of the Firm shall not indulge in smoking or consumption of liquor / alcohol or consumption of any non-vegetarian food articles. They shall maintain proper decorum and discipline, and ensure proper conduct in speech and dress. They shall also refrain from any other activity which might hurt the sentiments of the pilgrims.
18. The Chief Executive Officer, SASB, shall be at liberty to suspend the arrangement due to any *Force Majeure* conditions such as Government regulations, court orders, wars, accidents creating disturbed conditions, terrorist activity, strikes/ riots, civil commotion etc.
19. The Security Deposit will be released after the culmination of Yatra 2016 to the Firm, after deducting outstanding amount if any, recoverable from the security amount. The Security Deposit will be subject to forfeiture in case of violation of any of the Terms and Conditions of the Agreement besides imposition of fine up to Rs. 10,000 and such further action as Chief Executive Officer / Additional Chief Executive Officer, SASB may consider necessary under the given circumstances.
20. Any contact with the Press about any matter connected with the current Bidding process may lead to disqualification of the Bidder/ Firm.
21. Even though the validity of this contract shall be for the period corresponding to Yatra 2016 only, Chief Executive Officer, SASB shall be at liberty to cancel the Contract by giving three days notice in the event of any breach of the Agreement entered upon with the SASB. However,

validity of this Contract shall be from the day of signing the Agreement till the time SASB releases the Security Deposit of the Firm. 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.

22. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
23. 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 Firm shall not be entitled to suspend the service to which the dispute relates until CEO, SASB otherwise decides. The arbitration proceedings will be held at Srinagar/ Jammu only. The arbitration proceedings shall be governed by the provisions of the J&K Conciliation and Arbitration Act, 1997, as amended from time to time. The decision/ award of the arbitrator shall be binding upon both the parties.
24. 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.

**Additional Chief Executive Officer  
Shri Amarnathji Shrine Board**

**BID FORMAT (YATRA 2016)**

**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 Firm:
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 issue of Letter of Intent and sign the Agreement with SASB within 15 days of issue of Letter of Intent, in the event of my bid being accepted for award of the contract:

#	Sector	Royalty* (in figures)	Royalty (in words)
1.	<b>Baltal</b> (Baltal, Panjtarni & Holy Cave)		

4. 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 **Baltal** sector during Shri Amarnathji Yatra 2016 without any reservations.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

(Authorized Signatory)

\* Strike out whichever is not applicable.