

## Shri Amarnathji Yatra-2014

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

for

# Managing and running of two (2) Cafeterias for sale of refreshment items/ snacks at Neelgrath Helipad (Sonamarg) (Yatra-2014)

This document contains:

- I. Short Term Notice Inviting Tender
- 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 (Nov – Apr)
Ph. 0191-2555662, Fax 0191-2503399
K-Villa Sohrawardi House, Shivpora, Srinagar (May – Oct)
Ph. 0194-2501821, Fax 0194-2468250/ 2501679

# 1. Short Term Notice Inviting Tender

for

Managing and running of two (2) Cafeterias (Cafertaria A and Cafeteria B) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg)

For and on behalf of the Chairman, Shri Amarnathji Shrine Board J&K, sealed Bids, affixed with revenue stamp of Rupees five only, are invited from registered caterers/ Contractors for the "Managing and running of two Cafeterias (Cafertaria A and Cafeteria B - Cafeteria A is located near Help Counter in covered Waiting Area; Cafeteria B is located in Boarding Lounge Area) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg)" for the duration of 2014 Yatra from 28<sup>th</sup> June 2014 to 10<sup>th</sup> August 2014.

- 2. The Bidder shall quote its offer of **royalty** separately for the two Cafeterias (Cafertaria A and Cafeteria B Cafeteria A is located near Help Counter in covered Waiting Area; Cafeteria B is located in Boarding Lounge Area), as a lumpsum amount, for the entire duration of the Yatra.
- 3. The Detailed Notice Inviting tender (DNIT) can be obtained from the office of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, K-Villa Sohrawardi House, Shivpora, Srinagar, against cash payment of Rs. 100/- (Non-transferable and non-refundable) on any working day upto 23<sup>rd</sup> June 2014 or can be downloaded from Shrine Board's Official Website: <a href="www.shriamarnathjishrine.com">www.shriamarnathjishrine.com</a>, 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 Srinagar, along with the sealed Bid.
- 4. The bidder may quote for both the Cafeterias, but the bidder(s) quoting highest for each Cafeteria shall be considered successful. In case the bidder intends to quote for both the Cafeteria, he shall enclose with his bed a CDR for Rs. 30,000 as Earnest Money Deposit. In case the bidder intends to quote for only Cafeteria, he shall enclose with his bid a CDR for Rs. 15,000 as Earnest Money Deposit. The CDRs should be pledged to the FA & Chief Accounts Officer, SASB. The bid enclosing Earnest Money Deposit and cost of DNIT should reach the office of Shrine Board by or before 23<sup>rd</sup> June 2014 upto 1400 hours.
- 5. The Bids will be opened on 23<sup>rd</sup> June 2014 at 1600 hours (or any other day notified by Chief executive Officer, SASB) in the office chamber of FA & Chief Accounts Officer, SASB, at the address mentioned above in the presence of authorized representatives of bidders who may wish to be present.

For further details, please refer the DNIT.

NIT No: SASB/NIT/2014/17 Additional Chief Executive Officer

Date: 17.06.2014 Shri Amarnathji Shrine Board

#### II. Instructions to Bidders

- a) The Shrine Board shall provide to the successful Bidder (hereinafter called Contractor), Cafeterias' in the Departure Lounge of Helipad at Neelgrath, of the size 14'.10" x 10'.5" and size 15'.10" x 12', a day before the commencement of Yatra 2014 i.e. by 27<sup>th</sup> June 2014.
- b) The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, K-Villa Sohrawardi House, Shivpora, Srinagar, against cash payment Rs. 100/- (Rupees one hundred only) on any working day from 9.30 AM to 5.00 PM up to 20<sup>th</sup> June,2014 or the same can be downloaded from Board's website <a href="https://www.shriamarnathjishrine.com">www.shriamarnathjishrine.com</a> in which case the cost of the DNIT has to be paid in the shape of demand draft alongwith the Tender Document.
- c) The bidder may quote for both the Cafeterias, but the bidder(s) quoting highest for each Cafeteria shall be considered successful. In case the bidder intends to quote for both the Cafeteria, he shall enclose with his bid a CDR for Rs. 30,000 as Earnest Money Deposit. In case the bidder intends to quote for only Cafeteria, he shall enclose with his bid a CDR for Rs. 15,000 as Earnest Money Deposit. The CDRs should be pledged to the FA & Chief Accounts Officer, SASB. The bid enclosing Earnest Money Deposit and cost of DNIT should reach the office of Shrine Board by or before 23<sup>rd</sup> June 2014 upto 1400 hours. The envelope containing Bid should be super-scribed "Tender for Managing and running of two Cafeterias" at Neelgrath Helipad, NIT No SASB/NIT/2014/17 dated 17.06.2014.
- d) The Bidder shall quote its offer of **royalty** separately for each Cafeteria, as a lumpsum amount, for the entire duration of Yatra 2014.
- e) The Bidders are required to invariably quote Royalty amount both in figures and in words, failing which their Bid will be liable to be rejected. In case of any inconsistency the Bid amount written in words will prevail. All entries in the Bid should be legible and filled clearly typed or written in ink. Bids written with pencil would not be considered. 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 the same shall be neatly done and properly signed by Bidder, without which the Bid shall not be accepted. Bids incomplete in any form or conditional Bids will be rejected.
- f) 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.
- g) 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 and Tender Fee or Bids received by the Shrine Board after the last date stipulated for submission of Bids, shall not be considered.
- h) The Bids will be opened on 23<sup>rd</sup> June, 2014 at 1600 hours in the room of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, K-Villa Sohrawardi House, Shivpora, Srinagar, in the presence of Bidders who may wish to be present on the occasion.
- i) CEO/ Addl. CEO/ FA &CAO, SASB 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 SASB for undertaking the work of Managing and running of Cafeterias at Neelgrath Helipad during the Shri Amarnathji Yatra-2014.

- j) The Earnest Money of the successful Bidder shall be forfeited if he fails to: (i) to deposit Royalty mentioned in the Letter of Award (LoA) within 2 days from the issue of LoA in his favour; and (ii) sign the Agreement (as per the Terms and Conditions mentioned in the DNIT) with CEO, SASB or his authorized representative within 5 days from the issue of LoA. Simultaneously with the completion of bidding process the original Earnest Money shall be returned to the unsuccessful bidders.
- k) Each paper of the Bid document shall be complete in all respect and duly signed and stamped by an authorized representative of the Bidder.
- I) Canvassing in connection with Bids in any form is strictly prohibited, and if resorted to, will render the Bidder disqualified and Earnest Money will be forfeited.
- m) 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.
- n) 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.
- o) The Chief Executive Officer, 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.
- p) The Chief Executive Officer, 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 the Bid will not be entertained.

### III. Terms and Conditions of Contract

- 1. The Shrine Board shall provide to the Contractor, Cafeterias in the Departure Lounge of Helipad at Neelgrath, of the size 14'.10" x 10'.5" and size 15'.10" x 12', a day before the commencement of Yatra 2014 i.e. by 27<sup>th</sup> June 2014.
- 2. The Contractor shall not sell anything else except tea/ coffee/ juice/ fruits/ milk and snack items like pastries/ patties/ bakery items/ packaged items like biscuits etc. He shall not use LPG in the Cafeteria(s) for any purpose whatsoever. He shall not cook any food or serve cooked food in the Cafeteria(s). He shall also not sell or cook any 'banned item', as prescribed in the Food Menu (Annexed along with this DNIT or visit our website). All packaged items/ drinks shall be sold at a price not exceeding the MRP printed by the manufacturer on the package.
- 3. The Contractor shall handover the Cafeteria(s) the Shrine Board on the day following conclusion of Yatra 2014, against proper receipt from the concerned Camp Director.
- 4. Shri Amarnathji Shrine Board shall not be responsible for any loss of revenue to the Contractor in case of suspension of Yatra on any day(s) due to inclement weather, or any other reason.
- 5. The Contractor shall be solely responsible for any theft or damage to the articles lodged in the Cafeteria(s).

- 6. The arrangements for manpower, electricity and water shall be made by the Contractor alongwith all other arrangements required for the Managing and running of Cafeteria(s).
- 7. The Contractor shall always keep the Cafeteria(s) neat and clean.
- 8. The Contractor shall also keep in the Cafeteria(s), a prominently displayed Fire Extinguisher of sufficient capacity.
- 9. The Contractor shall furnish to the SASB, a list of workers to be engaged by it for the Managing and running of Cafeteria(s), alongwith the recent Police Verification Report, in each case, with regard to their character and antecedents.
- 10. During the course of Contract, if any of the Contractor's personnel is found to be indulging in any mal practice, conduct inimical to the interest of the Yatra / Shrine Board, breach of Terms & Conditions of the Agreement including any corrupt practice, fine upto Rs. 5,000 per such instance may be imposed and 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.
- 11. Any loss to any Yatri or any property of the SASB or the Contractor itself, due to any accident, or any event including theft caused while Managing and running of Cafeteria(s), will be the sole responsibility of the Contractor, who shall be solely and exclusively liable for such loss and the related consequences.
- 12. The Contractor 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 Contractor 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.
- 13. If any force Majeure condition arises, the Contractor shall notify the Chief Executive Officer, SASB, who 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.
- 14. The Earnest Money of the Contractor will be released to the Firm on the conclusion of Yatra 2014, after deducting the outstanding if any, recoverable from the Earnest Money. The Earnest Money will be subject to forfeiture in case of violation of any of the terms and conditions of the agreement besides further such action(s) as the Chief Executive Officer, SASB may consider necessary under the given circumstances.
- 15. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
- 16. All disputes and differences arising out of and relating to the Contract, including interpretation of its Terms and Conditions and expression employed thereto 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 Contract, the Contractor 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 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.

17. The Courts in Jammu and Kashmir will have the exclusive jurisdiction to try all disputes, if any, arising out of this Contract between the parties.

Sd/-Additional Chief Executive Officer Shri Amarnathji Shrine Board

#### **BID FORMAT (YATRA 2014)**

# 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

Tend	ler Doo	cument Sr. No								
1.	Nam	Name and address of the Contractor:								
2.	Nam	Name, address and phone/ mobile no of Proprietor/ Owner:								
3.	Nam	e and address for corresponden	ce:							
	I offe	er to pay the following lumpsum a	amount of Royalty:							
	#	Item *	Royalty amount (in words)							
	1	Cafeteria A (size 14'.10" x 10'.5")								
	2	Cafeteria B (size 15'.10" x 12')								
		□ feteria A is located near Help Co I Cafeteria B is located in Boardi	<u> </u>							
4.	Deta	ils of payment of Earnest Money	<u> </u>							
5.	(plea	ils of payment of cost of DNIT: _ ase attach Demand draft or a Receipt as the case may be).								
6.	I/ We also accept all the terms of Detailed Notice Inviting Tender for "Managing and running of Cafeteria(s) at Neelgrath Helipad" during Shri Amarnathji Yatra 2014 without any reservations.									
			Signature							
			Name							
			Designation							
			Date							
			(Authorized Signatory)							

<sup>\*</sup> Strike out whichever is not applicable.