



Shri Amarnathji Yatra-2016

Sr. No.....

DETAILED NOTICE INVITING TENDER (DNIT)

for

Management of Parking at Baltal Base Camp

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/- (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 **Management of Parking at Baltal Base Camp** for the duration of 2016 Yatra. The Bids should reach this office by or before **2nd 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, 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: _____

Additional Chief Executive Officer

Shri Amarnathji Shrine Board

II. Instructions to Bidders

- a) 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 of Rs. 100/- (Rupees one hundred only) on any working day from 9.30 AM to 5.00 PM up to **31st January 2016** or the same can be downloaded from Board's website 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 along with the Tender Document.
- b) The bid, accompanied with the Earnest Money Deposit in shape of a CDR / FDR for Rs. 30,000/- (Rupees thirty thousand only) pledged to Chief Accounts Officer, Shri Amarnathji Shrine Board, alongwith details of payment of cost of DNIT, should reach Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu, or be dropped in the Tender Box marked '**Tender for Management of Parking at Baltal**' kept in his office chamber **latest by 1400 hours on 2nd February 2016**. The envelope containing the bid should be sealed and superscribed: **Yatra 2016: Bid for Management of Parking at Baltal, NIT No. SASB/NIT/2015/_____ dated _____**.
- c) The Minimum Reserve Bid for the royalty shall be **Rs. 9.00 lakh**.
- d) The bidder should quote its offer of **royalty**, as a lump sum amount, for the entire duration of the Yatra 2016, strictly as per the format provided at Schedule annexed to the DNIT. The successful bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.
- e) 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.
- f) All entries in the bid should be legible and filled in clearly typed or written in ink. Bids written with pencil shall 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.
- g) The bids will be opened on **2nd February 2016** at **1500 hours** or any other day in the office chamber of Additional Chief Executive Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu in the presence of bidders who may choose to be present on the occasion.
- 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 bids, or bids not accompanied with required Tender Fee and Earnest Money Deposit or received by the Shrine Board after the prescribed deadline for submission of bids, shall not be considered.
- 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 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 undertaking the work of Management of Parking at Baltal during the Shri Amarnathji Yatra 2016.
- n) The Earnest Money Deposit of the bidder may be forfeited and LoI issued in his favour shall be withdrawn if he fails to: (i) deposit the Royalty amount mentioned in the LoI within 10 days from the issue of the LoI; and, (ii) sign the Agreement with 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) 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 bids 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 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 Agency 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 Earnest Money Deposit shall be forfeited; (ii) the Letter of Intent issued in his favour shall be withdrawn; and (iii) the Letter of Intent may be issued to another bidder or any other agency whom the CEO deems fit.
3. The Shrine Board shall provide to the Agency, the Parking Site, comprising 55 kanals (approx.), natural surface (without macdamisation), fairly leveled with minor undulations at the Baltal Base Camp 10 days before the commencement of Yatra 2016.
4. G.M. (Works), SASB shall take over the actual / physical possession of the Parking Site in case Agency fails to deliver / handover the same within 48 hours from the date of efflux of the Yatra. However, the validity of the Contract shall be from the date signing of the Agreement till the time SASB releases the Security Deposit. If the Agency fails to turn up to hand over the parking to G.M. (Works) within the above prescribed deadline, the

Agency shall be liable to compensate the Board to the tune of Rs 10,000/ per day, without prejudice to the rights of the Board.

5. **For Two-wheelers, the parking charges shall be Rs. 20/- (Rupees twenty only) for each day (i.e., 24 hours). For Light Motor Vehicles (LMVs), viz. Cars and Vans, the parking charges shall be Rs. 50/- (Rupees fifty only) per day (i.e., 24 hours). For Medium Motor Vehicles (MMVs), the parking charges shall be Rs. 100/- (Rupees one hundred only) for each day (i.e., 24 hours). The parking charges for a fraction of a day, if any, will be charged at the rate applicable for a full day. No heavy vehicles including buses shall be allowed to be parked at the aforesaid Parking Site.**
6. Shri Amarnathji Shrine Board shall not be responsible for any loss of revenue to the Agency in case of suspension of Yatra on any day(s) during the Yatra period, due to inclement weather, or on account of any dispute, or any other reason.
7. The Agency shall be solely responsible for any theft or damage to any vehicle parked at the Parking Site.
8. The Agency shall prominently display on the **Notice Boards** in front of the Parking Site that cash, jewellery, electronic items or any other expensive goods, such as, cell phones or cameras shall not be kept in the parked vehicles, and besides, the Agency shall also prominently display the rates of Parking as indicated at clause 5. The Agency shall take all precautions while allowing the entry of the vehicles in the Parking Site and ensure against inflammable and explosive articles being admitted. The Agency shall ensure adequate lighting arrangements at the Parking Site. The cost of electricity consumed in the Parking area shall be paid by the Agency within 45 days of the conclusion of the Yatra and obtain NoC from PDD and submit it to CAO, SASB failing which an amount of Rs. 20,000 shall be deducted from the Security Deposit.
9. The Agency shall be responsible for all allied arrangements connected with the management of the parking and shall be responsible for payment of electricity charges, water charges etc. to the concerned department.
10. The Agency shall furnish to the SASB, a list of workers to be engaged by it for the Management of Parking Site at Baltal, alongwith 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.
11. The Agency shall issue **serially numbered receipt** to the Yatris for parking the vehicles, mentioning therein the name of Yatri, Yatra Permit Number, description of vehicle, time of entry and the amount charged. The vehicles shall be parked as per the layout plan prescribed by General Manager (Works) Shrine Board. The counter-foils of such slips shall be retained by the Agency for inspection by the designated officials of the Shrine Board. The successful bidder/ contractor shall return the aforesaid counter-foils to the Chief Accounts Officer after the conclusion of Yatra-2016.

12. The Agency shall also maintain the full particulars/ records of each Yatri/ person, the time and date of entry in the parking and that of exit, in a separate **register** and the same shall be subject to inspection by the officials of the SASB. The aforesaid register shall be handed over to Chief Accounts Officer after the conclusion of Yatra-2016.
13. The Agency shall ensure that no kitchen, shop, Langar, mandir etc is established inside the Parking Site. The Agency shall ensure complete cleanliness and take required measures for environment protection in and around the Parking Site.
14. In the event of any loss being caused to the Shrine Board as a result of any lapse on the part of the Agency or personnel engaged by him, duly established after an enquiry conducted by the CEO, SASB or his authorized representative, the said loss will be recovered from the Agency upto twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the Agency.
15. During the course of Agreement, if any of the Agency's personnel is found to be indulging in any malpractice or conduct inimical to the interest of the Yatra / Shrine Board, breach of Terms & Conditions of Agreement including any corrupt practice, CEO, SASB shall have the option of terminating the Agreement and make such alternate arrangements as same may deemed just in proper for smooth running of Shri Amarnathji Yatra. In the event of CEO, SASB terminating the Agreement, the Agency shall not be entitled to any refund of royalty or payment of compensation, and its Security Deposit shall be forfeited.
16. Any loss to any Yatri or any property of the SASB or the Agency itself, due to any accident, or any event including theft caused while managing the Parking, will be the sole responsibility of the Agency, who shall be solely and exclusively liable for such loss and the related consequences.
17. The Agency shall abide by all rules and regulations, as amended from time to time, notified by the Shrine Board and maintain the sanctity of Shrine and not indulge in any activity which is prejudicial to the sanctity of the Holy Shrine. Staff of the Agency shall not indulge in smoking or consumption of liquor / alcohol or consumption of any non-vegetarian food articles. They shall maintain proper decorum and discipline, and ensure proper conduct in speech and dress. They shall also refrain from any other activity which might hurt the sentiments of the pilgrims/ Service Providers.
18. The CEO, 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 Agency after deducting outstanding amount if any, recoverable from the Security Deposit. The Security Deposit will be subject to forfeiture in case of violation of any of the Terms and Conditions of this Agreement besides imposition of fine upto Rs. 10,000 and such further action as Chief Executive Officer / Additional Chief Executive Officer, SASB may consider necessary under the given circumstances.

20. Any contact with the Press about any matter connected with the current Bidding process may lead to disqualification of the Bidder/ Agency.
21. CEO, SASB shall be at liberty to cancel the contract by giving three days' notice, in the event of any breach of the Agreement entered upon with the SASB. Such an event if occurs during the Yatra, all stationery, records and allied infrastructure will immediately be taken over by the SASB.
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 Contract, the Agency 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

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 and address of the Proprietor/ Owner. : _____

3. Name, address and phone/ Mobile no. for correspondence. : _____

4. Details of Security Deposit (Amount, CDR No. and Bank) : _____
5. Details of payment of cost of DNIT (Demand Draft No. and Date/ Cash Receipt No. and Date) : _____
6. I hereby offer to pay the lumpsum Royalty amount as mentioned below by _____ in the event of my bid being accepted for award of the contract:

Location	Royalty (in figures)	Royalty (in words)
Baltal		

7. I also accept all the terms of the Detailed Notice Inviting Tender (DNIT) for "**Management of Parking Contract**" at **Baltal** for Shri Amarnathji Yatra 2016 without any reservations.

Signature _____
Name _____
Designation _____
Date _____

(Authorized Signatory)