

Shri Amarnathji Yatra-2014

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DETAILED NOTICE INVITING TENDER (DNIT)

for

Establishment and Operation of Cloak Room (Yatra-2014)

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. <u>Notice Inviting Tender</u>

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 Yatra Camp locations of Nunwan, Baltal, Panjtarni and Holy Cave for the duration of 2014 Yatra (the duration and schedule of Yatra 2014 shall be notified separately later). The Bids should reach this office by or before **6**th **January**, **2014** up to 1400 hours.

The Tender documents (NIT) containing detailed Terms and Conditions and Tender Forms can be obtained from the Chaitanya Ashram, Jammu, against cash payment of Rs.100/- (Non-transferable and 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/2013/02 Addl. Chief Executive Officer

Date: 02.12.2013 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, Baltal, Panjtarni and of size 12 ft. x 15 ft. at Holy Cave (as the case may be), a day before the commencement of Yatra 2014. The schedule of Yatra 2014 shall be notified by February 2014.
- b) The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tilllo, Jammu against cash payment Rs.100/- (Rupees one hundred only) on any working day from 9.30 AM to 5.00 PM up to 4th January,2014 or the same can be downloaded from Board's website www.shriamarnathjishrine.com in which case the cost of the DNIT has to be paid in the shape of demand draft alongwith the Tender Document.
- c) The sealed Bid accompanied with a CDR for Rs. 20,000/- (Rupees twenty thousand only) as Security Deposit (for each location), pledged to the 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 labeled 'Tenders for Cloak Room', kept in his office chamber by or before 6th January, 2014 upto 1400 hours. The envelope containing Bid should be super-scribed "Tender for Cloak Room at Baltal / Nunwan / Panjtarni / Holy Cave, NIT No SASB/NIT/2013/02 dated 02.12.2013.
- d) 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.
- e) 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.
- f) The Bidder should quote its offer of royalty, as lump-sum amount, for the entire duration of the Yatra indicated above. <u>Separate Bids alongwith required Security Deposit</u>, should be submitted for each Yatra Camp location as <u>mentioned above</u>. The Successful Bidder would be entitled to collect the charges from the users at the rates prescribed in the DNIT.
- 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 Security Deposit 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 **6**th **January, 2014** at **1500 hours** in the room of Additional Chief Executive Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu in the presence of Bidders who may wish to be present on the occasion.

- i) CEO/ Addl. CEO/ 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 Establishment and Operation of Cloak Room during the Shri Amarnathji Yatra-2014.
- The Security Deposit of the successful Bidder shall be forfeited if he fails to: (i) to deposit Royalty mentioned in the Letter of Award (LoA) within 10 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 15 days from the issue of LoA. Simultaneously with the completion of bidding process the original Security Deposit 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.
- Canvassing in connection with Bids in any form is strictly prohibited, and if resorted to, will render the Bidder disqualified and security deposit will be forfeited.
- m) The Bid shall remain valid and open for acceptance for a period of 120 days from the last date of receipt of Bid. The Security Deposit 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 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.
- p) 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 Firm, a temporary structure / shed of the size 40 ft. x 20 ft. at Nunwan/ Baltal/ Panjtarni and of size 12 ft. x 15 ft. at Holy Cave (as the case may be), a day before the commencement of Yatra 2014.
- 2. Simultaneously with the efflux of the period of Licence under the Agreement for the said purpose, the CEO, SASB shall be free to take over the actual / Physical possession of their Cloak rooms in case Agency fails to deliver / handover the same within 48 hours from the date of expiry of the term of Agreement. In the event of delay, in-compliance of this condition 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.
- 3. The Firm shall charge at the rate of Rs.10/- (Rupees Ten only) for each bag or packing for lodging it in the Cloak room for 24 hours. The fraction of a day, if any, subsequent to first 24 hours shall also be charged at the rate applicable for 24 hours.

- 4. 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, or any other reason.
- 5. The Firm shall be solely responsible for any theft or damage to the articles lodged in the Cloak Room.
- 6. 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 4. 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.
- 7. The Firm shall be responsible for all the allied arrangements connected with the Operation of Cloak room.
- 8. The Firm shall furnish to the SASB, a list of workers to be engaged by it for the Operation of Cloak room, alongwith the recent Police Verification Report, in each case, with regard to their character and antecedents.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. During the course of Agreement, if any of the Agency'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 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.
- 13. 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.
- 14. 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. 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.

- 15. If any force Majeure condition arises, the Firm 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.
- 16. The Security Deposit of the Firm will be released to the Firm on the conclusion of Yatra 2014, after deducting the outstanding if any, recoverable from the security deposit. The security amount 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 may consider necessary under the given circumstances.
- 17. Any contact with the Press about any matter connected with the current Bidding process may lead to disqualification of the Bidder/ Firm.
- 18. Even though the validity of this contract shall be for the full period of the Shri Amarnathji Yatra-2014 (as notified by SASB), the 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. 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.
- 19. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
- 20. 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 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.
- 21. 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.

Addl. 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

Tende	r D	ocument 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 by, 2014 in the event of my bid being accepted for award of the contract:						
S. No		Location	Royalty* (in figures)	Royalty (in words)		
1.		Baltal				
2.		Nunwan				
3.		Panjtarni				
4.		Holy Cave				
4.5.6.	Details of payment of Security Deposit Details of payment of cost of DNIT (please attach Demand draft or Cash Receipt as the case may be) We also accept all the terms of Detailed Notice Inviting Tender for "Establishment and Operation of Cloak Room" at Baltal / Nunwan / Panjtarni / Holy Cave during Shri Amarnathji Yatra 2014 without any reservations.					
				Signature		
	Name					
	Designation					
	Date					
	(Authorized Signatory)					

^{*} Strike out whichever is not applicable.