

# Shri Amarnathji Yatra-2014

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. <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 **Management of Parking at Baltal Base Camp** for the duration of 2014 Yatra. The Bids should reach this office by or before 30<sup>th</sup> December, 2013 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: <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 Jammu, along with the sealed Bid.

For further details, please refer the DNIT.

NIT No: SASB/NIT/2013/03 Addl. Chief Executive Officer

Date: 02.12.2013 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 Tilllo, 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 28<sup>th</sup> December, 2013 or the same can be downloaded from Board's website <a href="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 Bid.
- b) The sealed Bid, accompanied with a CDR for Rs. 30,000/- (Rupees thirty thousand only) as Security Deposit pledged to Chief Accounts Officer, Shri Amarnathji Shrine Board, should reach Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu, or be put in the Tender Box marked 'Tender for Management of Parking' available in his office chamber by or before 30<sup>th</sup> December, 2013 up to 1400 hours. The envelope containing the Bid should be superscribed 'Yatra 2014: Bid for Management of Parking at Baltal, NIT No. SASB/NIT/2013/03 dated 02.12. 2013.
- c) The Minimum Reserve Bid for the royalty shall be Rs. 7.50 lakh.
- 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 shall 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 shall be rejected.
- e) The Bidder is advised, in its own interest, to visit the Parking Site before submitting the Bid.
- f) The Bidder should quote its offer of **royalty**, as a lumpsum amount, for the entire duration of the Yatra, 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.
- g) The Bids will be opened on **30**<sup>th</sup> **December, 2013** at **1500** hours in the room of Additional Chief Executive Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu or on any other date duly notified by the Chief Executive Officer, Shri Amarnathji Shrine Board, in the presence of Bidders who may choose to be present on the occasion.

- h) 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 Management of Parking at Baltal during the Shri Amarnathji Yatra-2014.
- The Security Deposit of the successful Bidder shall be forfeited if he fails to: (i) 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 bidder.
- j) Each paper of the Bid document shall be complete in all respect and duly signed and stamped by an authorized representative of the Bidder.
- k) Canvassing in connection with Bids in any form is strictly prohibited, and if resorted to, will render the Bidder disqualified and Security Deposit shall stand forfeited.
- 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 stand forfeited if the Bidder withdraws its Bid during the period of Tender validity.
- m) The CEO, SASB may, at his discretion, extend the last date for submission of Bids, in which case all rights and obligations of the Shrine Board and Bidder will remain the same.
- n) Any contact with the Press about any matter connected with the current Bid proceedings may lead to disqualification of the Bidder.
- 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) 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 Shrine Board shall hand over to the Successful Bidder (hereinafter called 'Agency') through its authorized representative, the Parking Site, comprising 55 kanals (approx.), natural surface (without macdamisation), fairly leveled with minor undulations at the Baltal Base Camp a week before the commencement of Yatra 2014. The exact date of commencement of Yatra 2014 will be notified separately by February 2014. The Yatra normally commences in the last week of June and conclude on the date on which Raksha Bandhan falls.

- 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 parking site 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 Shri Amarnathji Shrine Board shall not be responsible for any loss to the Agency on account 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.
- 4. For Light Motor Vehicles (LMVs), viz. cars and vans, the parking charges shall be Rs. 40/- (Rupees forty only) per day (24 hours). For Medium Motor Vehicles (MMVs), the parking charges shall be Rs. 80/- (Rupees eighty 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 shall be allowed to be parked at the aforesaid Parking Site.
- 5. The Agency shall be solely responsible for any theft or damage to any vehicle parked at the Parking Site.
- 6. 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 4. 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.
- 7. The Agency shall be responsible for all allied arrangements connected with the management of the parking.
- 8. The Agency shall furnish to the Camp Director, Baltal, a list of workers who would be engaged by them for the management of the Parking, alongwith the recent Police Verification Report, regarding character and antecedents in respect of each worker.
- 9. The Agency shall issue **serially numbered Parking slips** to the Yatris for parking the vehicles, mentioning therein the name of the Yatri, Yatra Permit Number, description of vehicle, time of entry and the amount collected. 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 aforesaid counter-foils shall be submitted to the Chief Accounts Officer after the conclusion of Yatra-2014.

- 10. 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**. The Firm shall allow inspection of the aforesaid register whenever the designated officials so desire. The aforesaid register shall be handed over to Chief Accounts Officer after the conclusion of Yatra-2014.
- 11. The Agency shall ensure that no kitchen/ shop/ Langar/ mandir etc is established inside the Parking Site. The Agency shall at all times maintain absolute cleanliness and take required measures for environment protection in and around the Parking Site.
- 12. 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 it, duly established after an enquiry conducted by the Shrine Board, 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.
- 13. 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 may be deemed just and proper for smooth running of Shri Amarnathji Yatra.
- 14. Any loss to any Yatri or any property of the SASB or the Agency itself, due to any accident, or any event/ dispute 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.
- 15. The Agency shall abide by all rules and regulations, as amended from time to time, notified by the CEO, SASB / Additional CEO, SASB and maintain the sanctity of Shrine and not indulge in any activity which is prejudicial to the sanctity of the Holy Shrine. The workers employed by 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.
- 16. The CEO, SASB shall be at liberty to suspend this Agreement due to any Force Majeure conditions such as Government regulations, wars, accidents creating disturbed conditions, Court Orders, terrorist activity, strikes/ riots, civil commotion etc.
- 17. The Security Deposit of the Agency will be released to the Agency after the conclusion of Yatra 2014, after deducting the outstanding 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.
- 18. Even though the validity of this Agreement shall be for the full duration of the Shri Amarnathji Yatra 2014 (as notified by the SASB), the 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 CEO SASB or his authorized representative. Such an event if occurs during the Yatra, all stationery, records and allied infrastructure will immediately be taken over by the CEO, SASB.
- 19. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the bids without assigning any reason.
- All disputes and differences arising out of and relating to the Agreement 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

# **FORMAT**

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 Document Sr. No					
1.	Name and address of	the Firm	:			
2.	Name and address of Proprietor/ Owner.	the	:			
3.	Name, address and p Mobile no. for corresp		:			
4.	Details of Security De (Amount, CDR No. ar		:			
5.	Details of payment of of DNIT (Demand Dra and Date/ Cash Rece No. and Date)	aft No.	:			
6.					ry amount as mentioned be desired be desired accepted for award	
	Location Baltal	Roy (in fig	alty jures)	)	Royalty (in words)	
	•				Notice Inviting Tender (D Shri Amarnathji Yatra 2014	,
-					Signature Name Designation Date (Authorized Signatory)	