



SHRI AMARNATHJI SHRINE BOARD

Chaitanya Ashram, Talab Tillo, Jammu-180002
Tele: 0191-2555662, Telefax: 0191-2503399

ABRIDGED NOTICE INVITING TENDER

For and on behalf of the Chairman, Shri Amarnathji Shrine Board, sealed Bids are invited from Caterers / Restaurant Owners registered with J&K Tourism Department and registration valid for Financial Year 2015-16 for the **“Managing and Running of two Cafeterias (Cafeteria A & B) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg)”** for the duration of 2015 Yatra. The Bids should reach this office by or before **16.03.2015** 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.400/- (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.400/- 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.

No: SASB/NIT/08

dated 03.03.2015

Sd/-

Additional Chief Executive Officer



Shri Amarnathji Yatra-2015

Sr. No.....

DETAILED NOTICE INVITING TENDER (DNIT)

for

**Managing and Running of two Cafeterias
(Cafeteria A & B) for sale of refreshment items/snacks
at Neelgrath Helipad (Sonamarg)**

This document contains:

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

Cost of DNIT: Rs. 400/- (Rupees four hundred only)

Shri Amarnathji Shrine Board

Chaitanya Ashram, Talab Tillo, Jammu

Ph. 0191-2555662, Fax 0191-2503399



I. **Short Term Notice Inviting Tender**

For and on behalf of the Chairman, Shri Amarnathji Shrine Board, sealed Bids are invited from Caterers / Restaurant Owners registered with J&K Tourism Department and registration valid for Financial Year 2015-16 for the “**Managing and Running of two Cafeterias (Cafeteria A & B) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg)**” for the duration of 2015 Yatra. The Bids should reach this office by or before **16.03.2015** 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.400/- (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.400/- 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/2015/08
Date: 03.03.2015

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 Vendor), two Cafeterias in the Departure Lounge of Helipad at Neelgrath of the sizes 14'.10" x 10'.5" and 15'.10" x 12') respectively, a week before the commencement of Yatra 2015 i.e. by 25.06.2015.
- b) The Detailed Notice Inviting Tender (DNIT) can be obtained from the Office of Financial Advisor & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu against cash payment of Rs. 400/- (Rupees four hundred only) on any working day from 9.30 AM to 5.00 PM up to **14.03.2015** or the same can be downloaded from Board's website www.shriamarnathjishrine.com in which case the cost of the DNIT, i.e., Rs. 400/- has to be paid in the shape of Demand Draft along with 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 one Cafeteria, he shall enclose with his bid a CDR for **Rs. 15,000** as Earnest Money Deposit. The bid, accompanied with the Security Deposit in shape of a CDR / FDR as Security Deposit pledged to Financial Advisor & Chief Accounts Officer, Shri Amarnathji Shrine Board, alongwith details of payment of cost of DNIT, should reach Financial Advisor & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu, or be dropped in the Tender Box marked "**Managing and Running of two Cafeterias (Cafeteria A & B) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg)**" kept in his office chamber **latest by 1400 hours on 16.03.2015**. The envelope containing the bid should be sealed and superscribed: **Yatra 2015: Bid for Managing and Running of two Cafeterias (Cafeteria A & B) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg), NIT No. SASB/NIT/2015/ & dated _____.**
- d) In case the last date of receipt of Bid happens to be a holiday, the Bid shall be received on the next working day up to 1400 hours.
- e) The bidder should quote its offer of **royalty** separately for each Cafeteria, as a lump sum amount, for the entire duration of the Yatra 2015, strictly as per the format provided at Schedule annexed to the DNIT.
- f) 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.
- g) 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.

- h) The bids will be opened on **16.03.2015** 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.
- i) 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.
- j) Incomplete bid, or bids not accompanied with required Tender Fee and Security Deposit or received by the Shrine Board after the prescribed deadline for submission of bids, shall not be considered.
- k) **The bid shall remain valid and open for acceptance for a period of 60 days from the last date of receipt of bid.**
- l) The Security 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.
- m) The eligible bidder shall be issued a Letter of Intent (LoI) and asked to deposit the Royalty amount within 02 days from the date of issue of the LoI and to execute the Agreement with CEO, or his authorized representative, within 05 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 **Managing and Running of two Cafeterias (Cafeteria A & B) for sale of refreshment items / snacks at Neelgrath Helipad (Sonamarg)** during the Shri Amarnathji Yatra 2015.
- n) The Security 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 02 days from the issue of the LoI; and, (ii) sign the Agreement with CEO, SASB, or his authorized representative, within 05 days from the issue of the LoI.
- o) The Security Deposit of the unsuccessful bidders shall be released after the issue of LoA.
- 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 Security Deposit shall stand forfeited.
- u) To facilitate evaluation of bid, CEO/ Additional CEO, SASB may, at its sole discretion, seek clarification in writing from any bidder regarding the bid. The request for such clarification or substantiation and the response shall be in writing or by facsimile or email. 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 bidder shall be issued a Letter of Intent (LoI) and asked to deposit the Royalty amount within 02 days from the date of issue of the LoI and to execute the Agreement with CEO, or his authorized representative, within 05 days from the date of issue of the LoI. The Yatra will commence on 2nd July 2015 and will culminate on 29th August 2015.
2. **The Agency shall have to deposit the full Royalty amount within 02 days of the issue of Letter of Intent and execute the Agreement within 05 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 may be issued to another bidder or any other agency whom the CEO deems fit.

3. The Shrine Board shall provide to the successful bidder (hereinafter called Vendor), Cafeterias in the Departure Lounge of Helipad at Neelgrath, of the sizes 14'.10" x 10'.5" and 15'.10" x 12') respectively, a week before the commencement of Yatra 2015 i.e. by 25.06.2015.
4. (i) The allottee shall not sell anything else except tea/ coffee/ juice/ fruit/ milk and snack items like pastries/ bakery/ patties 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.

(ii) All the food items/ packaged drinks/ all consumable food or beverage shall meet the requirements as per the food safety and standards Act 2006.
5. The allottee shall handover the Cafeteria(s) to the Shrine Board on the day following conclusion of Yatra 2015, against receipt from the concerned Camp Director. 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 Vendor fails to turn up to hand over the Cafeteria(s) to Camp Director within the above prescribed deadline, the Vendor shall be liable to compensate the Board to the tune of Rs 10,000/ per day, without prejudice to the rights of the Board.
6. Shri Amarnathji Shrine Board shall not be responsible for any loss of revenue to the Vendor 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 Vendor shall be solely responsible for any theft or damage to any articles lodged in the Cafeteria(s).
8. The Vendor shall be responsible for all allied arrangements connected with the Management and Running of the Cafeteria(s) and shall be responsible for payment of electricity charges, water charges etc. to the concerned department. The cost of electricity consumed in the Cafeteria(s) shall be paid by the Vendor within 45 days of the conclusion of the Yatra and obtain NoC from PDD and submit it to FA & CAO, SASB failing which an amount of Rs. 20,000 shall be deducted from the Security Deposit.
9. The Vendor shall furnish to the SASB, a list of workers to be engaged by it for the Managing and Running of Cafeteria(s), 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 Vendor's personnel.

10. The Vendor shall ensure complete cleanliness and take required measures for environment protection in and around the Cafeteria(s) by removing garbage created due to use of packing material (satchers etc) from Departure Lounge Waiting Area in case of Cafeteria 'A' and from Waiting Area near help Counter Cafeteria 'B' and dumping the same at nearest dumping site(s) identified for the purpose by JE Incharge, SASB.
11. The Vendor shall also keep in the Cafeteria(s), prominently displayed Fire Extinguisher of sufficient capacity.
12. In the event of any loss being caused to the Shrine Board as a result of any lapse on the part of the Vendor 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 Vendor upto twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the Vendor.
13. During the course of Agreement, if any of the Vendor'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 Vendor shall not be entitled to any refund of royalty or payment of compensation, and its Security Deposit shall stand forfeited.
14. Any loss to any Yatri or any property of the SASB or the Vendor 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 Vendor, 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 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 Vendor 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 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.
17. The Security Deposit will be released after the culmination of Yatra 2015 to the Vendor 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 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.

18. Any contact with the Press about any matter connected with the current Bidding process may lead to disqualification of the Bidder/ Vendor.
19. 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.
20. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason.
21. 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 Vendor. 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.
22. 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 Vendor : _____

2. Name, address and phone/ : _____
 Mobile no. of Proprietor/ Owner. _____
3. Name, address 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 in the event of my bid being accepted for award of the contract:

#	Item	Royalty amount (in figures)	Royalty amount (in words)
1	*Cafeteria A (size 14'.10" x 10'.5")		
2	*Cafeteria B (size 15'.10" x 12")		

* Cafeteria A is located near Help Counter in covered Waiting Area and Cafeteria B is located in Boarding Lounge Area.

7. I also accept all the terms of the Detailed Notice Inviting Tender (DNIT) for **"Managing and Running of Cafeteria(s) at Neelgrath Helipad** during Shri Amarnathji Yatra 2015 without any reservations.

Signature _____
 Name _____
 Designation _____
 Date _____
 (Authorized Signatory)