

Shri Amarnathji Shrine Board



Jammu and Kashmir **TENDER DOCUMENT** **FOR**

**Managing and Running of two (2) Cafeterias
(Cafeteria A and Cafeteria B) for sale of refreshment
items/ snacks at Neelgrath Helipad (near Sonamarg) for
the duration of
Yatra - 2019**

Cost of Tender Document = Rs 500/-
(Rs five hundred only)

Dated 31.12.2018

(Signature of the bidder with seal)

**TENDER FOR MANAGING AND RUNNING OF TWO (2) CAFETERIAS FOR SALE
OF REFRESHMENT ITEMS/ SNACKS AT NEELGRATH HELIPAD
(NEAR SONAMARG) (YATRA – 2019)**

DETAILED NOTICE INVITING TENDER (DNIT)

(Reference to NIT No. SASB/DNIT/W/1084/2019/60 dated 01.01.2019

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(Signature of the bidder with seal)



SHRI AMARNATHJI SHRINE BOARD

(Established under Act No. XVIII of 2000 passed by J&K Legislature

Chaitanya Ashram, Talab Tillo, Jammu-180002 (Nov. – April)

Telephone nos. 0191- 2555662; Telefax: 0191-2503399

Email address: sasbjk2001@gmail.com, www.shriamarnathjishrine.com

FRESH SHORT NOTICE INVITING TENDER

Managing and Running of Two (2) Cafeterias for Sale of Refreshment Items/ Snacks at Neelgrath Helipad (Near Sonamarg) during Shri Amarnathji Yatra – 2019.

1. Sealed tenders in two bid format are invited from registered Hotel and/ or Restaurant Owners/ or in similar field having a valid registration with J&K Government, Tourism Department for undertaking the following work at Neelgrath Helipad (near Sonamarg) during Shri Amarnathji Yatra – 2019:

S. No.	Name of work	Cost of Tender Document	Earnest Money Deposit
1.	Managing and running of two (2) Cafeterias (Cafeteria A and Cafeteria B) for sale of refreshment items/ snacks at Neelgrath Helipad (near Sonamarg) for the duration of Yatra – 2019.	Rs 500/-	Two CDR's each of Rs. 22,500/- (for two cafeterias)

2. Detailed NIT (DNIT) can be obtained from the FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram Talab Tillo, Jammu, from 9.30 AM to 5.00 PM on any working day (Monday - Saturday) from **03.01.2019 to 29-01-2019** on payment of (non-refundable) cost of document in cash amount in the shape of Demand Draft drawn in favour of FA & CAO, Shri Amarnathji Shrine Board, payable at Jammu. Alternatively, the DNIT can be downloaded from our website www.shriamarnathjishrine.com, in which case the cost of DNIT shall be payable through Demand Draft pledged in favour of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, payable at Jammu, in addition to the Earnest Money Deposit along with the Technical Bid of Tender.
3. The Tender, duly completed, along with Earnest Money Deposit's in the form of CDR/ FDR amount pledged in favour of FA & CAO, Shri Amarnathji Shrine Board, must reach the FA & CAO, Chaitanya Ashram, Talab Tillo, Jammu latest by or before **1400 hours on 31.01.2019**. The bidders, in their own interest, are advised to deliver the bids personally to FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu. Alternatively, he may send the same through courier/ registered post. The Board will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.
4. For further details about the Tender, please refer our DNIT.

No: SASB/DNIT/W/1084/2019/60

Dated: 01.01.2019

Sd/-
Addl. Chief Executive Officer
Shri Amarnathji Shrine Board

(Signature of the bidder with seal)

A. **Instructions to Bidders**

1. The Shrine Board shall provide to the successful bidder (hereinafter called Vendor), Cafeterias in the Departure Lounge of Helipad at Neelgrath, of the (size 14'.10"x10'.5") and (size 15'.10"x12') **one week before the commencement of Yatra 2019 (i.e. 25.06.2019).**
2. The Detailed Notice Inviting Tender (DNIT) can be obtained from the office of FA & CAO, Shri Amarnathji Shrine Board, against cash payment Rs. 500/- (Rupees five hundred only) on any working day from 9.30 AM to 5.00 PM upto 29.01.2019 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 along with the Tender Document.
3. 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's, he shall enclose with his bid **two CDR/ FDR's of Rs.22,500/- each**, as Earnest Money Deposit. In case the bidder intends to quote for one Cafeteria, he shall enclose with his bid **one CDR/ FDR of Rs. 22,500/-** as Earnest Money Deposit. The CDR/ FDR (s) should be pledged to the FA & CAO, Shri Amarnathji Shrine Board.
4. Minimum Reserve Price for the Royalty of both Cafeterias shall be **Rs 1.80 lakh** inclusive of GST (**Rs 0.90 lakh** in case of each Cafeteria inclusive of GST).
5. The Bidders are required to submit Tender in two separate Bids i.e. Technical and Financial, strictly as per format given in Schedule A and Schedule B of the DNIT. The two Bids should be submitted in two separately sealed envelopes super-scribed "Technical Bid for Managing and Running of two Cafeterias" at Neelgrath Helipad – Yatra 2019" containing schedule A and EMD in the shape of CDR/ FDR and "Financial Bid for Managing and Running of two Cafeterias" at Neelgrath Helipad - Yatra 2019" containing schedule B. Both the sealed envelopes should be put in a third envelop, sealed and super-scribed "Tender for Managing and Running of two Cafeterias" at Neelgrath Helipad – Yatra 2019" and should reach the office of the FA/ CAO latest by 1400 hours, on 31.01. 2019. The bids, as are not submitted as per format prescribed in Schedule A and B are liable to be rejected".
6. The bidder must be a registered Hotel and/ or Restaurant Owners/ or in similar field having a valid registration with J&K Government, Tourism Department.
7. 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.
8. The bidder shall quote its offer of royalty separately for each Cafeteria, as a lump sum amount for the entire duration of Yatra - 2019. The royalty quoted in words will be correct basis and not the rate shown in figures in case of discrepancy between them.
9. All entries in the Technical/ Financial Bids should be legible and should be free from corrections/ erasures/ overwriting/ cuttings. Bids with corrections/ erasures/ overwriting/ cuttings shall be out rightly rejected.

(Signature of the bidder with seal)

Amounts shall be indicated in words as well as in figures. In case of any variation between amount in figures and words, amount quoted in words shall be taken as authentic.

10. 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.
11. 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.
12. The Bids will be opened on 31.01.2019 at 1500 hours in the Office room of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram Talab Tillo, Jammu, in the presence of Bidders who may wish to be present on the occasion.
13. CEO/ Addl. CEO & FA / CAO, Shri Amarnathji Shrine Board 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 Shri Amarnathji Shrine Board for undertaking the work of Managing and running of Cafeteria's at Neelgrath Helipad during the Shri Amarnathji Yatra - 2019.
14. Each paper of the bid document shall be complete in all respect and duly signed and stamped by an authorized representative of the bidder.
15. 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.
16. The Bid shall remain valid and open for acceptance for a period of 90 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.
17. 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.
18. The CEO/ Addl. CEO, SASB may award the Contract to the Bidder whose bid has been evaluated to be responsive and who is eligible and qualified to perform the Contract satisfactorily as per Terms and Conditions incorporated in the DNIT. The CEO/ Addl. CEO, SASB will send to such eligible bidder a letter (hereinafter referred to as the 'Letter of Intent') prescribing the royalty amount which the successful bidder has quoted during bidding.
19. The eligible Bidder shall then be required to deposit a prescribed royalty amount within ten days of receipt of 'Letter of Intent'. In case the eligible Bidder fails to deposit royalty amount within the stipulated period, the 'Letter of Intent'

(Signature of the bidder with seal)

is liable to be withdrawn and the EMD is liable to be forfeited & **debarred for tendering for next three years**, at the discretion of the CEO, SASB.

20. The eligible bidder after deposit of prescribed royalty amount will have to enter into an Agreement with the Shrine Board as per the Terms and Conditions mentioned in the DNIT or such other terms that may be prescribed, within a period of fifteen days from the date of receipt of 'Letter of Intent'.
21. On the receipt of royalty amount and execution of Agreement with the SASB within the stipulated time, the Letter of Award (LoA) shall be issued in favour of the eligible bidder.
22. The Chief Executive Officer, Shri Amarnathji Shrine Board 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. Any enquiry after the submission of the Bid will not be entertained.

B. Terms and Conditions of Contract:

1. The Shrine Board shall provide to the allottee, Cafeteria in the Departure Lounge of Helipad at Neelgrath, of the (size 14'.10"x10'.5") and (size 15'.10"x12') one week before the commencement of Yatra - 2019 (i.e. 25.06.2019).
2. (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 www.shriamarnathjishrine.com**). 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.
3. The allottee shall **handover the Cafeteria(s) to the Shrine Board on the day following conclusion of Yatra - 2019 (i.e. 16.08.2019)**, against NOC from the concerned Camp Director.
4. The Shrine Board shall not be responsible for loss of revenue to the agency in the event of suspension of Yatra - 2019 on any day(s) due to;
 - i. Inclement weather and/or natural disasters.
 - ii. Local disputes (manmade or otherwise).
 - iii. Unforeseen circumstances or any other reason(s).
 - iv. Less number of Yatris turning up for the Yatra.

(Signature of the bidder with seal)

5. The Vendor shall be solely responsible for any theft or damage to the articles lodged in the Cafeteria(s).
6. In case of imposition of any other Tax/Levy/Duty or Fee's including Local Tax, the same shall be solely born by the agency.
7. The allottee shall prominently display '**Rate List**' of all items for information of Yatris. The payments shall be received for consumable from the Canteen against proper receipt vouchers showing clearly GST etc. as applicable.
8. If at any stage during the operation period of the allotment it is found that wrong information was submitted by the allottee, during tendering process, the Letter of Award shall be withdrawn & security deposit forfeited at the sole discretion of Chief Executive Officer SASB.
9. The agency shall be solely responsible for **Workmen's Compensation Act**, 1923 for payment of **compensation to workmen** and their dependants in case of injury and accident (including certain occupational disease) arising out of and in the course of employment and resulting in disablement or death.
10. The arrangements for manpower, electricity and water shall be made by the Vendor along with all other arrangements required for the Managing and running of Cafeteria(s).
11. The Vendor shall always keep the Cafeteria neat and clean. He shall be responsible for removal of garbage created due to use of packing material like sachets etc from Departure Lounge Waiting Area in case of Cafeteria "A" and from Waiting Area near help Counter Cafeteria - "B", ensure its dumping at nearest dumping places identified for the purpose by the JE In-charge, SASB (Civil). Further, the vendor shall ensure to make the area plastic free.
12. The Vendor shall also keep in the Cafeteria(s), prominently displayed Fire Extinguisher of sufficient capacity.
13. The Vendor shall furnish to the Shri Amarnathji Shrine Board, 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.
14. During the course of Contract, if any of the Vendor's personnel is found to be indulging in any malpractice, conduct inimical to the interest of the Yatra/ Shrine Board, breach of Terms and Conditions of the Agreement including any corrupt practice, fine upto Rs. 5,000 per such instance may be imposed by CEO, SASB who shall also have the option of terminating the Agreement and make such alternate arrangements as deemed just and proper for smooth running of Shri Amarnathji Yatra – 2019.
15. Any loss to any Yatri or any property of the Shri Amarnathji Shrine Board or the Vendor itself, due to any accident, or any event including theft caused

(Signature of the bidder with seal)

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.

16. The Vendor shall abide by all rules and regulations, as amended from time to time, notified by the Shrine Board and maintain the sanctity of Yatra and not indulge in any activity which is prejudicial to the sanctity of the Yatra. 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.
17. If any force Majeure condition arises, the Vendor shall notify the Chief Executive Officer, Shri Amarnathji Shrine Board, 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.
18. The Earnest Money Deposit of the Vendor will be released to the Firm on the conclusion of the Yatra 2019, 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 actions as the Chief Executive Officer, Shri Amarnathji Shrine Board may consider necessary under the given circumstances.
19. The contract shall be extendible for Yatra period of 2020 subject to;
 - i. Good performance & Conduct by the agency in Yatra-2019
 - ii. the agency shall have to apply for such extension within two months of culmination of Yatra 2019
 - iii. Approval of Chief Executive Officer, SASB
 - iv. In such case of approval, earnest money of tender shall be retained till culmination of Yatra-2020.
 - v. Subject to approval, Letter of Intent shall be issued for depositing of royalty amount & drawl of agreement.
 - vi. After depositing of royalty amount as per previous LOA & drawl of agreement, Letter of Award shall be issued.
20. The Chief Executive Officer, Shri Amarnathji Shrine Board reserves the right to reject any or all the tenders without assigning any reason. Any enquiry after the submission of the Bid will not be entertained.

(Signature of the bidder with seal)

21. 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, Shri Amarnathji Shrine Board, 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, Shri Amarnathji Shrine Board (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 Vendor shall not be entitled to suspend the service to which the dispute relates until CEO, Shri Amarnathji Shrine Board decides otherwise. 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 Court 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

(Signature of the bidder with seal)

C. SCHEDULE- A

**FORMAT FOR BACKGROUND OF THE
HOTEL/ RESTAURANT OWNER
(Shri Amarnathji Yatra - 2019)**

The Bidder is advised to give necessary information required against all the fields.

1. Name of the owner of the agency: _____
Registration No.: _____
(Proof of ownership/ Registration Certificate)
Name: _____
Address: _____
E-mail: _____
Phone no/ mobile no. for Correspondence: _____
2. Is your agency holding
Valid registration: _____
(please attach copy)
3. ISO 9001-2000 certification or any
other accredited certification duly supported
with documentary proof. _____
4. GSTIN. (Please attach a copy of registration) _____
5. Annual turnover relating to hotel/restaurant
for the last three years as per latest audited balance
sheet, a copy whereof to be enclosed. _____
6. Details of Earnest Money Deposit: _____
7. Details of payment of cost of DNIT _____
8. Total staff strength:
(i) Supervisors: _____
(ii) Helpers: _____
9. List of safety/ fire extinguisher
Equipments etc. to be provided: _____
10. Whether Terms & Conditions
as per "General Terms and Conditions
for Managing and Running of Cafeteria at Neelgrath"
are fully acceptable. _____

(Signature of the bidder with seal)

11. Confirmation that Bidder is willing to abide by the terms laid down in the DNIT.

Signature _____

Name _____

Designation _____

Date _____

(Authorized Signatory)

(Signature of the bidder with seal)

D. **SCHEDULE-B**

BID FORMAT (YATRA - 2019)

The bidders are required invariably to 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 of Proprietor/ Owner: _____
3. Address of Owner: _____
4. Phone/ Mobile No. of Proprietor/ Owner: _____

I offer to pay the following lump-sum amount of royalty:

S. No.	Item	Royalty amount (in words) inclusive of GST applicable
1	Cafeteria A (size 14'.10"x10'.5")	
2	Cafeteria B (size 15'.10"x12')	

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

5. Details of payment of Earnest Money: _____
6. Details of payment of cost of DNIT: _____
(please attach Demand draft or
Cash Receipt as the case may be).
7. I/ we also accept all the terms of Detailed Notice Inviting Tender for Managing and Running of Cafeteria (s) at Neelgrath Helipad during Amarnathji Yatra-2019 without any reservations.

Signature _____

Name _____

Dated _____

(Authorized Signatory)

*Strike out whichever is not applicable.

(Signature of the bidder with seal)