Jammu & Kashmir Services Selection Board

Hema Complex, Sector 3, Channi Himmat, Jammu-180015/ Zumzum Building, Rambagh, Srinagar-190005 Tele: 0191-2461335 Website: http://www.jkssb.nic.in Email —aojkssb@gmail.com

> e-Tender Notice No:- 03 of 2023 Dated:- 24-02-2023

<u>NOTICE INVITING TENDER</u> <u>FOR</u> <u>SELECTION OF AGENCY FOR PROVIDING</u> <u>OF LABOUR SERVICES FOR SHIFTING OF THE</u> <u>RECORD, FURNITURE AND OTHER ITEMS FROM</u> <u>JKSSB CENTRAL OFFICE CHANNI HIMMAT (HEMA COMPLEX)</u> <u>TO KACHI CHAWNI (STATIONERY AND SUPPLIES BUILDING),</u> <u>JAMMU</u>

MODE OF SELECTION – LOWEST COST BASED SELECTION

Jammu & Kashmir Services Selection Board Hema Complex, Sector 3, Channi Himmat, Jammu-180015/ Zumzum Building, Rambagh, Srinagar-190005

Subject– Engagement of Agency for providing of Labour Services for shifting o record, furniture and other items from JKSSB central office (Hema Complex), Channi Himmat Jammu to Stationeries and Supplies building, Kachi Channi Jammu.

e-NIT No. 03 of 2023 Dated: - 24.02.2023

For and on behalf of Chairman, J&K Services Selection Board, the e-tender notice is hereby invited for **Engagement of Agency for providing of Labour Services for shifting o record, furniture and other items from JKSSB central office (Hema Complex), Channi Himmat Jammu to Stationeries and Supplies building, Kachi Channi Jammu.** The various terms and conditions of the tender are as follows-

1. Invitation for Bids:

The bidders are advised to go through the contents of the e-NIT carefully and submission of Tender shall be deemed to have been done after careful study and thoughtful examination of the tender document with full understanding of its implications. The agencies are expected to read between the lines all instructions, forms, terms and conditions of the tender document. Failure to furnish <u>requisite</u> information, as mentioned in the tender document shallresult in rejection of the proposal. Thebidders are required to submit bids by e-Tendering process only i.e. on <u>www.jktenders.gov.in</u>, not later than the date and time laid down for the bid submission.

2. Key Events & Dates

The schedule of activities for the purpose of e-NITare outlined below: -

S No	Key Activities	Date
1.	Date for issue of e-NIT	24.02.2023
2.	Last date of submission of e-NIT	03.03.2023, 10.30 AM
3.	Date of opening of Technical Bids	<u>03.03.2023, 12.30 PM</u>
4.	Date of opening of Financial Bids	03.03.2023, after opening of the Technical bid.

Note:

- 1. The Board shall not be responsible for any delay in bidding process.
- 2. Bids <u>complete</u> in all respects shall be accepted by e-Tendering process only i.e. on<u>www.jktenders.gov.in</u>. Any document submitted in hardcopy shall not be considered in the bid evaluation.
- 3. The terms & conditions are subject to change and intimation thereof will be notified separately.
- 4. Any <u>addendum/corrigendum to the e-NIT, if required, shall be uploaded on the</u> <u>websitewww.jktenders.gov.in</u>
- 5. In case any notified date in the e-NIT happens to be a Gazetted holiday, the next working day shall automatically be considered as the notified date.

3. Evaluation Criteria

Stage 1 – Technical Stage

The following **4 number documents** are to be uploaded by the bidders

Sr.No	Criteria	Documentary Evidence to be enclosed	
2.1	<u>Registration-</u> Only Registered Companies and Firms (with valid PAN & GST numbers) are allowed to bid for the tender. Consortium bids	<u>a.</u> Copy of PAN Registration. <u>b.</u> Copy of GST Registration.	
	will not be entertained.	A Convert the new sector and the	
2.4	Cost of Bid document - The bidding agency must pay cost of bid document amounting to Rs. 200/- (Rs. Two Hundred only) . The Cost of Bid document will be non- refundable under any circumstance.	A Copy of the payment receipt as the Cost of Bid Document, in any of the following form: i. Treasury deposit Challan in any J&K Government Treasury in Major Head- 0070. or ii. Copy of the Bank Transfer in the official bank account of J&K Service Selection Board viz J&K Bank Account No. 011001010000182 and IFSC Code JAKA0MOVING.	
2.5	<u>EMD-</u> Earnest Money Deposit amounting to Rs. 2,000/- (Rs. Seven Lacs and Fifty Thousand only) – The EMD of the successful bidder shall be retained till the contract period whereas, the EMD of all the unsuccessful bidders shall be released on the conclusion of the Agency Selection.	A copy of EMD in the form of CDR/FDR only pledged in favor of Accounts Officer, J&K Service Selection Board.	

Stage 2 - Financial Stage: -

- a. Only those bidders shall be considered for financial evaluation, who have been declared qualified in Stage 1 Technical Evaluation.
- b. The bidder has to quote bid in the BOQ as per the format given below.

S. No.	Particulars	Unit	Rates including taxes per day (in Rs.)
1.	<u>20 No. Labours</u> for loading and unloading of the official record, furniture and other items.	Rate per day	
	(10 at Channi Himmat office for unstaking and	,	
	Loading in the vehicles and 10 at Kachi	(08	
	Chawni Office for unloading and stacking of	Working	
	record and other items)	hours)	

<u> Terms and Conditions –</u>

- 1. The financial bid of only technically qualified agencies shall be opened and the agency quoting the lower bid will be offered the work.
- 2. The agency shall be bound to provide any additional manpower required. The charges for the same shall be paid as per the prorata basis of the L1 rates.
- 3. The department may also requisition less number of labours. In that case the charges shall be paid as per the prorata basis of the L1 rates.
- 4. The agency shall be responsible for the safe handling of the official furniture/items during the loading and unloading of the same.
- 5. The agency shall have to execute the task as per the directions of the department.
- 6. The rates shall be inclusive of the taxes and other charges.
- 7. The process may be withdrawn at any stage, even after the opening of the financial bids.
- 8. The approved rates/agency shall remain valid for a period of one year from the date of opening of the financial Bids.

4. <u>Scope of Work</u>

- a. Packing of the record/Office equipment/Furniture and other items in the gunny bags.
- b. Loading of the record of JKSSB in to the load carrier vehicles/trucks, (which will be provided by the JKSSB) at Channi Himmat Office of JKSSB.
- c. Loading of the office furniture in to the load carrier vehicles/trucks (which will be provided by the JKSSB).
- d. Loading of the Office Equipment and other items in to the load carrier vehicles/trucks (which will be provided by the JKSSB).
- e. Un-Loading and placement of the record of JKSSB from the load carrier vehicles/trucks at Kachi Chawni Office of JKSSB.
- f. Un-Loading and Placement of the office furniture from the load carrier vehicles/trucks at Kachi Chawni Office of JKSSB.
- g. Un-Loading of the Office Equipment and other items from the load carrier vehicles/trucks at Kachi Chawni Office of JKSSB.

h. Any miscellaneous work as required at site/spot for the process of the shifting of the Central office from Channi Himmat to Kachi Chawni, Jammu.

5. Payment Schedule and other conditions

The payment shall be made to the agency after the successful completion of work against each work order. No advance payment shall be made in favour of the agency.

6. Timelines

All the timelines as fixed by the Board shall have to be adhered by the agency.

7. Award of Contract

After evaluation of all accepted proposals by the evaluation/tendering committee, a contract may be awarded to the successful Bidder whose proposal meets the requirements of this e-NIT. The Lowest bidder (L1 Bidder) shall be awarded the contract.

8. Period of Contract

The successful agency shall be engaged for a period of 1 year from the date of signing of the Contract which is extendable by another 1 year subject to the satisfactory performance of agency and mutual consent of the parties.

9. Monitoring of Work

J&K Service Selection Board shall monitor and verify the work done by the agency, viz-a-viz the deliverables to be provided by the agency.

10. Penalty

Time, being the essence of contract, the successful bidder is bound to complete the allotted work within stipulated time frame as per the work order failing which penalty to the extent of 100% of the total cost of the work allotted, shall be imposed upon the agency.

In case of failure of successful bidder to execute the work, in a time bound manner, same will be considered as breach of contract.

In case of breach of contract, the CDR/FDR/EMD will be forfeited and the agency shall be blacklisted.

A notice sent through official email / special messenger to the tenderer will be sufficient to initiate legal action against the contractor/agency and will be considered as the notice served to the contractor/agency.

11. Resolution of Dispute.

- (i) The J&K SSB and the successful Bidder shall make every effort to resolve disputes, which may crop up, amicably through direct negotiations as far as possible.
- (ii) The disputes which may not be resolved mutually, shall be referred to the Administrative Department, Civil Secretariat Jammu/Srinagar or the Arbitrator appointed/nominated by the Administrative Department. The decision of the Arbitrator appointed by the Administrative Department, shall be final and binding on both the parties to the contract.

12. Force Majeure.

- (i) The successful Bidder shall not be liable to forfeiture of its Performance Guarantee, liquidated damages, or termination of contract, if and to the extent that the delay in the performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- (ii) For the purpose of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the successful bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the J&K SSB in its sovereign capacity, wars, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (iii) If a force majeure situation arises, the bidder shall promptly intimate the J&K SSB in writing about such conditions and its fallout on continuation of the work order. Unless otherwise directed by J&K SSB in writing following receipt of information from the agency, the Bidder shall continue to perform its obligations as per the terms of contract and scope of work.

13. Termination of Contract.

The Board may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part, if the bidder, in the judgment of the Board has indulged in corrupt or fraudulent practices or breached integrity protocol or leaked confidential data while executing the contract.

"**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value, for influencing, the action of a public official, in the procurement process or in contract execution.

"Fraudulent practice": A misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Board and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Board of the benefits of free and open competition.

Further the contract may also be terminated -

- a) If the bidder stops performing the contract or withdraw the activity to perform the contract without any legal / rational justification.
- b) If the bidder breaches any terms & conditions of the contract or does not perform the contract in whole or in part.
- c) If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the Board.
- d) In the event that the bidder ceases conducting business for which it is registered.
- e) In any other event that is detrimental to the working of the J&K, SSB and if the breach of the contract takes place.
- f) Failure of the successful bidder to comply with the terms & conditions of the e-NIT/ contract shall constitute sufficient grounds for the annulment of the award of contract.

14. General Information and other Important Terms and Conditions:

1. The Successful bidder shall be ready to perform the required duties at a short notice of 48 hours.

- 2. The e-NIT is for engagement of Agency on Rate Contract Basis, wherein, an agency along with the rates will be finalized for the period of Contract.
- 3. J&K Services Selection Board reserves the right to get these services executed from any other agency or in any other mode as deemed appropriate.
- 4. J&K Service Selection Board reserves the right to withdraw/ cancel/ modify any action to this invitation without any prior notice. Notwithstanding anything contained in this document, J&K SSB reserves the right to accept or reject any request/proposal, or to annul the Tender process or reject all requests/proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- 5. The bidders must submit bid by e-tendering process through (<u>www.jktenders.gov.in</u>) only.
- 6. If successful bidder refuses to take up the project, the cost of re-tendering shall be borne by bidder and the Board may initiate legal action against that company along-with forfeiture of EMD.
- 7. The J&K Service Selection Board is, however, not bound to accept any tender or assign any reason for non-acceptance of tender proposals. The conditional, erroneous and incomplete Bids shall be rejected outrightly without any intimation.
- 8. The J&K Service Selection Board reserves the right to summarily reject offer received from any bidder without furnishing any justification.
- 9. Agencies submitting proposals shall not be permitted to alter or modify their bids after expiry of the deadlines.
- 10. The J&K Service Selection Board reserves its right not to accept bids from bidders resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies/ Vigilance Cell.
- 11. The J&K Service Selection Board reserves the right to place an order for the full or part of items mentioned under **scope of work**.
- 12. The subletting of the work (Part or full) shall not be allowed under any circumstances.
- 13. Any amendments / corrigendum to the tender document would be uploaded on the official tender website of Government www.jktenders.gov.in.

-/Sd Accounts Officer, J&K, Services Selection Board, Jammu.

ANNEXURE-A Details of the Bidder

General Information of the Principal Bidder				
Name of the firm / Company / Agency				
Address of Registered Office	Location			
	Street			
	City			
	Pin code			
	Telephone			
	Email			
	Other (URL etc.)			
Year of Incorporation	Photocopy of Certificate of Incorporation			
	must be attached			
Legal Status	Public Ltd. Co/Private Ltd. Co./			
	Partnership firm etc.			
Technological Collaborations				
Name of the Head of Firm/Company/				
Agency or his authorized signatory Designation				
Phone No. /Cell No. /e-mail Id.				
Details of EMD furnished	No.			
	Amount			
	Date			
	Bank and Branch			