

OFFICE OF THE ACCOUNTANT GENERAL (A&E) JAMMU KASHMIR AND LADAKH, SRINAGAR

No. Admn.-III/A&E/Outsourcing/Canteen/  
Dated:-

**Tender notice for outsourcing of Canteen Staff/MTS Staff.**

Sealed stamped tenders are invited from Srinagar/Jammu based registered and reputed vendors for providing outsource Canteen Staff/MTS for Srinagar office/Jammu Office for the year 2020-21 as per details given below:

S.No.	Name of Post	Qualification	Duties	Post identified as skilled/unskilled	Srinagar Office (A&E)	Jammu Office (A&E)
01	Asstt. Manager Store Keeper	12 <sup>th</sup> Pass or Equivalent	Overall management of the departmental canteen and to do any work related to his nomenclature	Skilled	01	Nil
02.	Clerk	12 <sup>th</sup> Pass or Equivalent	To do manual work and to do any work related to his nomenclature	Skilled	02	Nil
03.	Canteen Attendant	Matric Pass	To do manual work like serve tea, lunch and other work related to his nomenclature	Un-skilled	06	Nil
04.	Mult. Task Staff	Matric Pass	Maintenance of garden lawn and duties related to MTS	Un-skilled	07	02
				Skilled	01	Nil
				<b>Total</b>	<b>17</b>	<b>02</b>

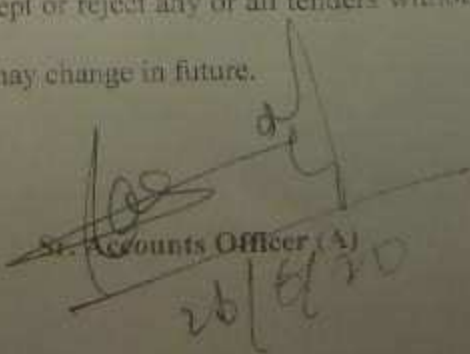
Interested firms/agencies/service providers having experience of providing outsourcing staff can download the tender documents alongwith detailed terms and conditions from office website "agjk.nic.in" or can collect the same till 12.00 PM upto 29<sup>th</sup> June 2020 from Administration-III (A&E) section of the Srinagar Office and from Administration-II (A&E) of Jammu Office. The duly completed tender documents should be submitted in the drop boxes kept in Administration-III (A&E) at Srinagar Office and Administration-II (A&E) Jammu Office **quoting therein the rate of monthly commission per person to be charged by the vendor.** The tenders will be opened in presence of all the interested bidders who wish to be present on 30<sup>th</sup> June 2020 in the office chamber of Dy. Accountant General (Admn.-A&E) at Head Office Srinagar/Jammu Office.

The rate of commission quoted should be per person/per month (in Rupees) for skilled and Un-Skilled separately and should be inclusive of all taxes and charges.

Only Srinagar based agencies shall quote rates for Srinagar Office and Jammu based agencies shall quote rates for Jammu Office.

The Accountant General (A&E) reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

The number of personnel to be engaged is tentative and may change in future.

  
Accounts Officer (A)

20/6/20



## Terms and Condition:-

01. The Service provider should be registered with the concerned Government Department/Organization for supply of manpower and a Certificate to this effect will be submitted with the tender documents.
02. The Service provider shall submit a copy of PAN Card No. under Income Tax Act. and details of registration under service tax.
03. Requisite certificates about ESIC and SPFO Registration should also be enclosed.
04. The CDR for Rs.10,000/- should be drawn in favour of Sr. Accounts Officer (A&E-Admn.) office of the Accountant General (A&E) Srinagar and should be enclosed with the tender.
05. Service tax at appropriate rates and other relevant taxes shall be deducted at source.
06. The working time of personnel shall be from 8.30 AM to 5.30 PM. They may even be called for work on Sundays and Saturdays. There will be holiday on gazetted holidays declared by Government of India from time to time.
07. Payments as decided and released by the office will consist of the total monthly charges (including wages, PF, ESIC Contributions, etc.) which shall be within the range of Rs.19000/- Rs.25300/- per person/cadre and the amounts so decided by the office including wages, PF and ESIC contribution, etc. has to be credited in the bank account of the personnel. No deductions from these amounts can be made by the Service provider for whatever reasons.
08. The commission of the Service Provider will be paid over and above the monthly payments to personnel calculated by the office (as detail at 07 above). The rate of monthly commission per person to be charged by the Vendor (in Rupees) shall be quoted in the tender documents (Rates to be quoted for Skilled and Un-Skilled personnel separately). The GST on monthly bill submitted by the firm for payment, will be deducted at source by the Department. The Agency will be solely responsible for paying all applicable taxes as per rule. In case of any penalty/tax is payable on a later stage, the agency shall be liable to pay the same alongwith penalty.
09. The agency shall be responsible to check the character and antecedents of all personnel employed which must be verified from the police to the office alongwith other details of the personnel deployed.
10. Detailed list of personnel deployed shall be made available to the office and deployment shall be made only with the approval of the Dy. Accountant General (Admn.)/Sr.Dy.Accountant General (Admn.) Srinagar, office of the Accountant General (A&E) Jammu & Kashmir and Ladakh, Srinagar.
11. The Agency shall provide uniform and Identity Cards to all its personnel and it is mandatory for all personnel to be properly uniformed during office hours. The safety of the personnel shall be the responsibility of the Agency.
12. The Agency will be responsible for attendance of the personnel, and the office won't be responsible for absence due to any reasons including force majeure. No payment will be made for absence due to whatever reasons including force majeure.
13. The Agency shall be responsible for complying with the Acts, and rules for provision of labour like Minimum Wages Act. etc. the office will not be liable for payment of any kind of compensation to any worker engaged by the Agency under Labour Act. or any other Acts. of Laws. The office will not be liable to pay and compensation under the Compensation Act, 1923 or any other Act or Laws that has been enacted by the Parliament of India or State Legislature and Rules there under from time to time for any damage or death that may be caused/suffered by the personnel deployed by the Agency during the course of the job while handling any natural or unnatural causes.
14. The Agency shall deploy the personnel in such a way that the personnel gets at least one day weekly rest. Proper working conditions will be ensured by the Agency in compliance with the provision of shops and Establishment Act. or any other Acts or Rules on the subject.
15. The Agency will depute personnel with sufficient experience, but no one below the age of 21 years and above the age of 60 years will be deployed. The personnel to be deployed will be approved by the office, by an officer not below the level of Dy. Accountant General (Admn.)/Sr.Dy.Accountant General (Admn.).
16. The Agency will be required to provide a substitute within 01 day in case the performance of a personnel is not found satisfactory at any level and also in case of person not attending the office for any reason.



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17. The personnel engaged by the Agency shall be employees of the Agency only and will have no right to claim regularization of their service in the Office, under any circumstances. The Agency will be responsible to keep all personnel informed of this condition.
  18. The personnel provided by the service provider shall not claim any benefit compensation/absorption/regularization of service with the office under the provision of Industrial Dispute Act. 1947 or Contract Labour (Regulation & Abolition) Act. 1970. They shall not claim any Master and Servant relationship with this office.
  19. The office reserves the right to terminate the contract, by giving 15 days notice in writing.
  20. The agency will provide the required personnel for a shorter period also, in case of exigencies as per the requirement of the office.
  21. The office will not be responsible for the security, transport and accommodation of the personnel deployed by the Agency.
  22. The Agency shall be responsible for checking and monitoring the discipline of each personnel engaged for the purpose. The personnel so deployed shall have to abide by all rules and regulations of the office. Their conduct will be such that fit a formal Government Office. Violation of this will lead to violation of the contract.
  23. All issues that may arise in regard to the services as agreed to will be dealt with by this office with the Agency and not with any of the personnel deployed by the Agency. The nodal person from the office will be Dy. Accountant General (Admn.)/Sr.Dy.Accountant General (Admn) of this office. The Agency may also nominate a supervisor in Srinagar & Jammu Offices for supervising the day to day work.
  24. Disputes relating to the contract shall be settled by an arbitrator to be nominated by the Accountant General.
  25. The personnel provided by the Agency would be on pay roll of the Agency and the Agency shall be responsible of all liabilities towards the ESIC, EPF contributions etc. to be deposited in contribution in the concerned department/organisation and copies of challans depositing the ESIC, EPF contribution in the concerned department/organisation pertaining to the preceding month will invariably be enclosed with current bill.
  26. Jurisdiction for any legal proceedings shall be within the jurisdiction of Hon'ble High Court, Jammu and Kashmir at Srinagar.
  27. Eligibility criteria for vendor :
    - i. Registration Certificate with the concern Labour Department.
    - ii. PAN Card of Firm/Proprietor.
    - iii. Registration under EPF Act. of the Agency/Firm.
    - iv. Registration under ESI Act. of the Agency/Firm.
    - v. GST Registration certificate of the Agency/Firm.
    - vi. Documentary Proof that minimum turnover of the Firm/Agency is not less than Rs.50 Lacs. (Rupees Fifty Lakhs) each during last three financial years.
    - vii. Documentary proof that at least three years of experience of Agency in last three years is with Central/State Department/Government Organization/Autonomous Bodies/Corporation of Government of India, with at least one single work of not less than Rs.50 Lakhs or two works each of Rs.30 Lakhs.
    - viii. IT return filed for the last three financial years.
    - ix. Certificate extracts of the bank account containing consumption during last two years.

28. The Service personnel provided by the Service provider shall not divulge or disclose to any person, details of office, operational process, technical know-how, security arrangements/administrative/organizational matters as all may be of confidential/secret nature.
29. This contract shall be effective from the date the contract is signed till 31-03-2021. The contract may be extended on the same terms and conditions for one year at a time upon satisfactory discharge of the contract
28. IN CASE IT IS FOUND THAT THE SERVICE PROVIDER FAILS TO DEPOSIT THE FULL PAYABLE AMOUNT IN THE ACCOUNT OF THE PERSONNEL (BANK, PF, ESIC, ETC.)/DEDUCTS ANY MONEY UNAUTHORISEDLY FROM THE PERSONNEL, THE CONTRACT WILL BE LIABLE TO BE TERMINATED FORTHWITH WITHOUT ANY NOTICE AND LEGAL ACTION AS DEEMED FIT BY THE OFFICE WILL BE INITIATED..

Dy. Accountant General(Admn.)  
Office of the Accountant General (A&E,  
Jammu Kashmir and Ladakh, Srinagar