TENDER DOCUMENT

FOR

SUPPLY OF SKILLED/SEMI-SKILLED WORKERS ON CONTRACT BASIS

TAMIL NADU WETLANDS MISSION PANAGAL MAALIGAI SAIDAPET, CHENNAI-15

Price: Rs.750.00+GST

(Those who download the tender document from Website should enclose a DD for Rs.750.00+GSTTowards cost of tender document)

APPLICATION LETTER (Specimen)

To

The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission, Panagal Maaligai, Saidapet, Chennai - 600 015.

<u>Subject:</u> Tender for supply of skilled / semi-skilled manpower to Tamil Nadu Wetlands Mission.

Sir,

In response to your tender inviting notice for the above-mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

SI.	Description	Particulars
No.		
1	Constitution & Nature of Firm	
	(State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No.	
	Fax No.	-
	Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company	
	Name and address of Sole proprietor	
	Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address	
	(b) Style of Account & Number	
	(c) Name(s) of person(s) operating the account (enclose	
	banker's certificate)	
9	PF Code allotted	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting

the tender invited by on behalf of the Tamil Nadu Wetlands Mission, Chennai. I / We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to <u>undertake to supply of skilled/semi-skilled workers strictly in</u> accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Tamil Nadu State Government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Government orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission indemnified of any claim/damages that Tamil Nadu Wetlands Mission have to pay with respect to the service and the deputation of any workers to the Tamil Nadu Wetlands Mission.

The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs.38,500/-(Rupees thirty eight thousand five hundred only) and tender fee Rs.750/- (Rupees seven hundred and fifty only) + GST in the form of Demand Draft/Pay Order drawn in favour of the Member Secretary, Tamil Nadu State Wetland Authority payable at Chennai along with the Technical Bid which will remain with Tamil Nadu Wetlands Mission up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit.

Thanking you,

Yours faithfully,

(Name)
Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm
Name of Firm
Address

TAMIL NADU WETLANDS MISSION Panagal Maaligai, Saidapet, Chennai-15 Email-tnswa18@gmail.com

Ref:TNSWA1/428/2023

08.01.2024

TENDER NOTICE FOR

SUPPLY OF SKILLED /SEMI-SKILLED WORKERS ON CONTRACT BASIS

The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission, Saidapet, Chennai-15 invites sealed tenders under two-bid system from reputed and experienced agencies for <u>SUPPLY OF SKILLED/SEMI-SKILLED WORKERS ON CONTRACT BASIS</u> at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for SUPPLY OF SKILLED /SEMI-SKILLED WORKERS ON CONTRACT BASIS" and should reach the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission by 16:00hrs on or before 07th February, 2024. The technical bids shall be opened on the same day at 17:00 +hrs at Tamil Nadu Wetlands Mission.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from Tamil Nadu Wetlands Mission on any working day between 10:00 and 17:30 hrs on payment of Rs.750.00 + GST only or can be downloaded from Tamil Nadu State Wetland Authority website. Those who download the tender document from website should enclose an additional DD for Rs.750.00 + GST along with their tender bid in the Cover-l "Technical Bid". The bid security (EMD) of Rs.38,500.00 (Rupees Thirty eight thousand five hundred only) should be paid by acceptable mode of payment as prescribed in favour of MEMBER SECRETARY, TAMIL NADU STATE WETLAND AUTHORITY payable at Chennai.

The bid shall remain valid for 15 days from the date of opening of technical bid. Any future clarification and /or corrigendum(s) shall be communicated through Tamil Nadu Wetlands Mission.

Note: This notice is a part of Tender Document.

Principal Chief Conservator of Forests and Member Secretary Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio),

Tamil Nadu Wetlands Mission

TENDER DOCUMENT

Sub: TENDERS FOR SUPPLY OF SKILLED /SEMI-SKILLED WORKERS ON CONTRACT BASIS AT TAMIL NADU WETLANDS MISSION Panagal Maaligai, Saidapet, Chennai-15

ENVELOPE-1: TECHNICAL BID (In separate sealed Cover-I superscribed as Technical Bid)

Name of the work: Contract for SUPPLY OF SKILLED / SEMI-SKILLED WORKERS ON CONTRACT BASIS in Tamil Nadu Wetlands Mission, Chennai

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

- The Tenderer / Bidder shall have at least 01 year experience in these fields and shall submit the <u>self-attested copies</u> of the following documents along with the tender documents:
 - a) PF Registration with PF code number.
 - b) Valid Licence issued.
 - c) Details of works of similar nature carried out.
 - d) List of Arbitration cases (if any)
 - e) Copies of certificates/allotment letter of **GST and PAN** Number.
 - f) Details of managerial, supervisory, and other staff
 - g) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at Tamil Nadu Wetlands Mission, Chennai.
 - h) Copy of Last income tax return.
- Certificates provided for the works detailed in 1c) above shall indicate the scope and nature of work undertaken and the value of various components of work as executed, to confirm conformity to the defined similar works.
- Approximate number of Skilled/semi-skilled workers is given in Annex-I. The
 actual number may vary as per the requirement of the Tamil Nadu Wetlands
 Mission, Chennai.
- 4. Tenderer /bidder shall submit details of organizations, where he has undertaken such similar services as per Annex-II.
- 5. General Terms and Conditions of the Contract to be fulfilled by the Tenderer /Bidder are given in Annex-III and the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.

- 6. Tenderer/bidder shall submit details as per Annex-IV along with Technical Bid.
- 7. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
- 8. The bidder should have an office in the State of Tamil Nadu.
- 9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). The firm should give such an undertaking with their bid.
- 10. The bidder shall pay Bid Security (EMD) of Rs.38500.00 (Rupees Thirty eight thousand five hundred only) along with the technical bid by acceptable mode of payment as prescribed in favour of MEMBER SECRETARY, TAMIL NADU STATE WETLAND AUTHORITY drawn on any commercial bank and payable at Chennai. Bids received without Earnest Money Deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
- 11. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 7 (Seven) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by Mission Director, Tamil Nadu Wetlands Mission.
- 12. The bid shall be valid and open for acceptance of the Competent Authority of Tamil Nadu Wetlands Mission for a period of 30 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
- 13. An agreement shall be signed with the successful bidder as per specimen enclosed.
- 14. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
- 15. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.

- 16. The sealed tender should be dropped in the Tender Box kept on the 8th floor of Office of the Tamil Nadu State Wetland Authority, Panagal Maligai, Saidapet, Chennai 600 015.
- 17. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
- 18. Bidders are advised to carefully study the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
- 19. The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
- 20. No party shall be permitted to tender for work in the Tamil Nadu Wetlands Mission, in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the Tamil Nadu Wetlands Mission or in the State or Central Government. Any violation of this condition which comes to the Notice of the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission after the contract is awarded will entitle the Tamil Nadu Wetlands Mission to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the Tamil Nadu Wetlands Mission on account thereof.
- 21. The Earnest Money is liable for forfeiture in the event of:
 - (a) withdrawal of offer during the validity period of the offer,
 - (b) non-acceptance of orders when placed, or
 - (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer.
 - (d) Any unilateral revision made by the bidder during the validity period of the offer.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1.DD No.....

- 2. Terms & conditions (each page must be signed and stamped with the seal)
- 3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

ANNEXURE-I

CONTRACT PERSONNEL REQUIRED AT TAMILNADU WETLANDS MISSION, CHENNAI

Approximate number of skilled/semi-skilled workers

SI. No	Description	Required No. of personnel	Education qualification / Experience	Wages should not be more than
1.	Consultant-A (Junior Consultant) GIS Expert	1	M.Tech Remote Sensing with 9 years experience (or) M.E. Remote Sensing with 10-11 years experience having good knowledge of MS Office & GIS Softwares.	Rs.60,000/-
2.	Consultant-A (Junior Consultant) Environmental Science Expert / Climate (Pollution)	1	Ph.D Environmental Science specialized in pollution studies with 5 years experience (or) M.Sc Environmental Science specialized in pollution studies with 8 years experience having good knowledge of MS Office.	Rs.60,000/-
3.	Consultant-A (Junior Consultant) Hydrology Expert	1	Ph.D Water Management specialized in Hydrology with 5 years experience (or) M.Sc., Forestry specialized in Silviculture with 8 years experience having good knowledge of MS Office.	Rs.60,000/-
4.	Consultant-A (Junior Consultant) Civil Engineer	2	M.E. Civil Engineer with 7 years experience having good knowledge of MS Office.	Rs.60,000/-

SI. No	Description	Required No. of personnel	Education qualification / Experience	Wages should not be more than
5.	Young Professional-II Geology	1	M.Sc., Geology with 5 years experience having good knowledge of MS Office.	Rs.45,000/-
6.	Young Professional-II Economics	1	M.Sc., Economics with 5 years experience having good knowledge of MS Office.	Rs.45,000/-
7.	Young Professional-II Fisheries / Life Sciences	1	M.Sc., Life Sciences / Fisheries Sciences with 5 years experience having good knowledge of MS Office.	Rs.45,000/-
8.	Young Professional-I Technical Assistant	1	B.E. Environmental Management (or) B.Sc., Botany / Zoology with 2 years work experience having good knowledge of MS Office.	Rs.35,000/-
9.	Young Professional-II System Analyst	1	MCA with 3 years experience (or) B.Tech Computer Science with 4-5 years experience having good knowledge to manage Hardware, Software as well as designing website.	Rs.70,000/-
10.	Young Professional-I Data Entry Operator	1	BCA Computer Science with 3 years experience (or) B.Sc. Computer Science with 4-5 years experience having good knowledge of MS Office, Database Management and designing website.	Rs.844/- per day x 30 days x 12 months = Rs.3,03,840/-

SI. No	Description	Required No. of personnel	Education qualification / Experience	Wages should not be more than
11.	Young Professional-II Legal Expert	1	Bachelor's Degree in Law (LLB / BL) with 4-5 years experience having good knowledge of MS Office.	Rs.45,000/-
12.	Young Professional-III Accountant	1	CA / ICWA with 2 years experience having good knowledge of MS Office and all Accounts related Softwares.	Rs.55,000/-
13.	Computer Operator Grade-1	1		Rs.937/- per day x 30 days x 12 months = Rs.3,03,840/-
14.	English to Tamil Translators	2		Rs.15,000/-
15.	Office Assistant	2		Rs.391/- per day x 25days = Rs.9775/- per month
16.	Office Watchman	3		Rs.353/- per day x 30 days = Rs.10,590/- per month
17.	Driver	3		Rs.592/- per day x 30 days = Rs.17,760/- per month
18.	Steno Typist	2		Rs.20,600/-

ANNEXURE-II

Details of other organizations where such contracts undertaken (enclose supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken.

SI.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Govt/Autonomous	of	Reason for termination (if currently not valid)
1.						
2.						
3						

This information to be given in "Envelope No. 1 Technical Bid for Annual Contract for supply of skilled/semi-skilled workers.

ANNEXURE-III

CHECK-LIST (TECHNICAL BID) SUMMARY OF COMPLIANCE TO, REQUIREMENT OF TENDER

	SOMMAN OF COM LIANCE TO, NEGOTIEMEN	. OI ILITELI	•
SI.No.	Description of requirement	Yes/No	Page No
1.	The firm is registered and its validity date	Yes/No	
2.	Registration certificate of provident fund	Yes/No	
3.	Copy of Registration certificate/allotment letter of GST number	Yes/No	
4.	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
5	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
6.	DD of Rs.38500/- as EMD	Yes/No	
7.	Price bid proforma completed & sealed in separate envelope	Yes/No	
8.	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/Not applicable	
9.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at Tamil Nadu Wetlands Mission.	Yes/No	
10.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
11.	Copy of last income tax return	Yes/No	
12.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
13.	Office address in State of Tamil Nadu.	Yes/No	

NOTE: Submission of all the documents mentioned above along with declaration, ismandatory.

Non-submissions of any of the information above may render the bid to be rejected

(To be made on Rs.100.00 Non-Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on		day of	Two thou	sand n	ine
between Principal Chief Conse	ervator of Forests	and Member	Secretary, Ta	amil Na	adu
State Wetland Authority and	Mission Director	(Ex-Officio),	Tamil Nadu	Wetlar	nds
Mission, Chennai, as one part,	hereinafter called	d Tamil Nadu	Wetlands Mi	ssion a	and
M/s			Age		for
providing skilled/semi-skilled	d manpower on the	ne other part.			

WHEREAS the Tamil Nadu Wetlands Mission is desirous to engage the Agency for providing **skilled/semi-skilled manpower** for Tamil Nadu Wetlands Mission office at Chennai on the terms and conditions stated below:

- The agency shall be solely responsible for compliance to provisions of various labours. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in Tamil Nadu Wetlands Mission. The Tamil Nadu Wetlands Mission shall have no liability in this regard.
- 2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Tamil Nadu Wetlands Mission. The Tamil Nadu Wetlands Mission shall have no liability in this regard.
- 3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- 4. The contract can be terminated by giving one month's notice on either side.
- 5. In case of non-compliance with the contract, the Tamil Nadu Wetlands Mission reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty upto 10% of the total annual value of contract.
- 6. Security deposit equal to 2% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
- 7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in Tamil Nadu Wetlands Mission.
- 8. The personnel provided by the Agency will not claim to become the employees of Tamil Nadu Wetlands Mission of Government of Tamil Nadu and there will be no Employee and Employer relationship between the

- personnel engaged by the Agency for deployment in Tamil Nadu Wetlands Mission.
- There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Government.
- 10. The agency also agrees to comply with <u>annexed Terms and Conditions</u> and amendments thereto from time to time.
- 11. Decision of the Additional Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
- 12. In case of any dispute between the Agency and Tamil Nadu Wetlands Mission, the Tamil Nadu Wetlands Mission shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at District Chennai.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Sahibabad in the presence of the witness:

Tamil Nadu Wetlands Mission, Chennai

1.

		2.
AGENCY		

Witness:

Witness: 1.

2.

Annexure-IV

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF SKILLED/SEMI-SKILLED WORKERS

(Annexure to Agreement)

A. SCOPE OF WORK: SUPPLY OF SKILLED /SEMI-SKILLED WORKERS
ON CONTRACT BASIS at office of Tamil Nadu Wetlands Mission, Chennai
by deploying required number of contract personnel.

B. TERMS & CONDITIONS:

- The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of 2 years with terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving one month notice in writing by either party to the agreement.
- 2. The Contracting Agency shall render the following services to Tamil Nadu Wetlands Mission, Chennai:
- a) To <u>SUPPLY OF SKILLED /SEMI-SKILLED WORKERS ON CONTRACT</u>

 <u>BASIS in Tamil Nadu Wetlands Mission, Chennai. The supplied manpower should be competent enough to execute the work assigned to them and they should have relevant experience and expertise related to their domain and should have a track record working with institutes or agencies.</u>
 - (b) The skilled workers would be engaged for the following type of job:
 - a) To attend to all work assigned to them by the concerned officer in charge, which may include all official and clerical work; like typing, dictation, maintenance of accounts records manually as well as on software.
 - b) Technical experts will provide technical expertise related to conservation and forestry, and policy, regulations, and cross-sector market opportunities, communication and web content development, Identify and manage strategic stakeholders and partners

- c) The office assistant will attend to visitors, attend all calls and assist the office in its proper functioning. He / She will attend office on office hours
- d) Driver should have a valid driving licence and must possess Certificate in First Aid training. Further he should have 2 year of experience in driving vehicles in Government Departments.

(c) The semi-skilled workers would be engaged for the following job:-

- (i) Organize office and assist officers in Tamil Nadu Wetlands Mission
- (ii) Sort and distribute communications in a timely manner
- (iii) Create and update records ensuring accuracy and validity of information
- (iv) Schedule and plan meetings and appointments
- (v) Monitor level of supplies and handle shortages
- (vi) Resolve office-related malfunctions and respond to requests or issues dusting of standards (books)/files stocked in stores, sections, departments at Tamil Nadu Wetlands Mission.
- (vii)Unforeseen manual jobs emanating from time to time.

3. The working hours will be as under:

From 10.00 AM to 6:00 PM from Monday to Sunday. Sunday is holiday on account of being weekend. They may also be called on Sundays as and when required by the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission.

- 4. The personnel deployed shall be healthy, active, and not less than 23 years of age. Nobody shall have any communicable diseases.
- 5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
- 6. The personnel deployed shall be expected to display utmost honesty, secrecy, sincerity and good conduct while discharging his/her duties. In case services of the personnel found in conflict with interest of the Government or unsatisfactory, his/her engagement will be liable for discontinuation without assigning any reason.
- 7. During the period of assignment with Tamil Nadu Wetlands Mission, the personnel deployed would be subject to the provisions of the Indian Official Secrets Act, 1923 and will not divulge any information gathered by

- him during the period of his/her assignment to anyone who is not authorised to know the same.
- 8. The selected candidates shall provide integrity certificate from 2 references known to them.
- 9. The Consultants shall not be entitled to any allowance such as Dearness Allowance, Residential Telephone, Residential Accommodation, Personal Staff, Health Insurance, Medical Reimbursement, etc.,
- 10. The consultants will be entitled 1 day leave per month during the contractual period subject to the prior approval of the report authority. Unavailed leave will not be carried forward to next month.
- 11. Yearly increment will be given based on the approval of the Government.
- 12. The internal reports / data made available to consultants during his / her engagement in the Tamil Nadu Wetlands Mission shall not be used by the consultants for publishing research papers / books or otherwise. The Wetlands Mission has prerogative to initiate disciplinary action or any other action as deemed fit on the nature and level of guilty found, if any, in this context.
- 13. Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that that it has a contractual relationship with O/o. the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority, nor shall the individual consultant in any manner whatsoever, use the name, emblem or official seal of O/o.the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority or any abbreviation of the name of O/o.the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority in connection while discharging the duties under the contract or any business / activities or otherwise without the written permission of the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority
- 14. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the individual consultant.
- 15. Each invoice paid by the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority shall be subject to a post-payment audit by auditors, whether internal or external of Principal

Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority or by other authorized and qualified agents of Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority at any time during the term of contract and for a period 2 (two) years following the expiration or prior termination of the contract. The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority shall be entitled to a refund from the individual consultant for any amounts shown by such audits to have been paid by the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority other than in accordance with the terms and conditions of the contract. The individual consultant acknowledges and agrees that, from time to time, Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority may conduct investigations relating to any aspect of the contract or the award thereof, the obligations performed under the contract and the operations of the individual consultant generally relating to performance of the contract. The right of the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority to conduct an investigation shall not lapse upon expiration or prior termination of the contract. The individual consultant shall provide its full and timely cooperation with any such inspections, post-payment audits investigations. Such cooperation shall include, but shall not be limited to, the individual consultants obligation to make available its personnel and any relevant documentation for such purpose at reasonable times and on reasonable condition and to grant to the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority access to the individual consultants premises at reasonable times and reasonable conditions in connection with such access to the individual consultants personnel and relevant documentation.

- 16. The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission and the individual consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the contract or the beach, termination or invalidity thereof.
- 17. Title to any equipment and supplies that may be furnished by O/o.the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority to the personnel deployed for the performance of any obligations under the contract shall rest with O/o.the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and any such equipment shall be returned to O/o.the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority shall be in the same condition as when delivered to the personnel, subject to normal wear and tear and the personnel shall be

- liable to compensate for any damage or degradation of the equipment that is beyond normal wear and tear
- 18. The appointment of the personnel would be on full time basis and they would not be permitted to take up any other assignment during the period of consultancy with the Tamil Nadu Wetlands Mission.
- The agency shall bear all expenses regarding uniforms, preparation of 19. their Identity card, compensations, wages, and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The agency shall pay the wages to the security personnel on or before the 2nd of every succeeding month, irrespective of delay in payment of Bill by the Tamil Nadu Wetlands Mission for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Government from time to time; the agency shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. Agency shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at CL. The manpower agency shall specifically ensure Laws/Acts their Labour and recompliance various enactments/amendments/modifications.
- 20. The personnel will be screened by the agency after police verification regarding their antecedent, character, and conduct; and a copy of the reports shall also be submitted to Tamil Nadu Wetlands Mission.
- 21. Replacement of personnel as required by the Tamil Nadu Wetlands Mission will be effected promptly by the agency; if the agency wishes to replace any of the personnel, the same shall be done after prior consultation with the Tamil Nadu Wetlands Mission. The full particulars of the personnel to be deployed by the agency including the names and address shall be furnished to the Tamil Nadu Wetlands Mission along with testimonials before they are actually deployed for the job.
- 22. In case of any loss that might be caused to the Tamil Nadu Wetlands Mission due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, suchloss shall be compensated by the contracting Agency and in this connection, the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Missions hall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Tamil Nadu Wetlands Mission besides imposition of penalty. In case of any deficiencies/lapses

on the part of the personnel deployed by the agency, the Tamil Nadu Wetlands Mission shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

- 23. That agency's authorized representative (Owner/Director/Partner/Manager) shall personally contact the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
- 24. In the event of contract personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for `leave reserve; Failure on this account shall attract penalty double the wages payable to the agency for such absence.
- 25. The successful bidder would have to deposit an amount of 2% of Annual contract of value towards security deposit through Demand Draft/pay order/Bank Guarantee from a commercial bank in favour of the Additional Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission which would remain with Tamil Nadu Wetlands Mission during the contract period and no interest shall be payable on the Security Deposit amount.
- 26. The agency shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to Tamil Nadu Wetlands Mission with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Tamil Nadu Wetlands Mission at any other point of time.
- 27. If at any point of time it come to the notice of the Tamil Nadu Wetlands Mission that the contract personnel deployed are different from the list provided (with attested photographs), Tamil Nadu Wetlands Mission will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified.
- 28. The contract personnel deployed by the agency shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the Tamil Nadu Wetlands Mission shall be at liberty to make suitable deductions (ranging from 2% to 10%)

from the bill without prejudice to its right under other provisions of the contract.

- 29. The agency shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Tamil Nadu Wetlands Mission. In the event, Tamil Nadu Wetlands Mission makes any payment or incurs any liability, the contractor shall indemnify the Tamil Nadu Wetlands Mission completely.
- 30. In case of any dispute arising out of this agreement then the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Missions hall nominate any officer of the Tamil Nadu Wetlands Mission a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
- 31. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Chennai Court will have the jurisdiction to settle and decide all the disputes.
- 32. GST as per rules shall be deducted from the bills of the contractor as per applicable laws.
- 33. As and when the Tamil Nadu Wetlands Mission requires additional contract personnel on temporary or emergency basis, the agency will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the Tamil Nadu Wetlands Mission.
- 34. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- In case the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the Tamil Nadu Wetlands Mission reserves the right to terminate the contract without assigning any reasons.
- 36. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which agency has to engage extra personnel.
- 37. The agency will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.

- 38. The agency should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the Tamil Nadu Wetlands Mission at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc.
- 39. The above records and the returns filed by the contractor have to be produced to the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission on demand and original/photocopies of these records should be handed over after completion of the contract.
- 40. The agency should have a valid licence
- 41. The agency shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State.
- 42. The agency should ensure payment of wages to his workmen on or before 2nd of every succeeding month. The payment of wages will be made in the presence of an authorized representative of Tamil Nadu Wetlands Mission at a place and time notified for the purpose.
- 43. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
- 44. The agency should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- 45. The Tamil Nadu Wetlands Mission reserves its rights to withhold bills, if the agency fails to produce proof for having remitted the ESI/PF dues etc.
- The agency must get police verification of all his personnel employed at Tamil Nadu Wetlands Mission and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The agency must submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as subcontractors or the labourers. If there is no such thing, the agency must give an undertaking to this effect.

- 47. If any of the personnel of the agency indulges in theft or any illegal/irregular activities, misconduct, the agency will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the agency in any case.
- 48. The Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority and Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the individual consultant. The individual consultant can also seek for termination of the contract upon giving one month's notice to the Principal Chief Conservator of Forests and Member Secretary, Tamil Nadu State Wetland Authority an Mission Director (Ex-Officio), Tamil Nadu Wetlands Mission.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between CL and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope 2")

Name of the work: Contract for SUPPLY OF SKILLED /SEMI-SKILLED

WORKERSON CONTRACT BASIS in Tamil Nadu Wetlands Mission, Chennai

SI. No	Description	Rate/Wages per month per person in Rs. *	Contractor's profit (service charge)	Total per person
1	Consultant-A (Junior Consultant) GIS Expert	Rs.60,000/-		
2.	Consultant-A (Junior Consultant) Environmental Science Expert (Pollution) / Climate Expert	Rs.60,000/-		
3.	Consultant-A (Junior Consultant) Hydrology	Rs.60,000/-		
4.	Consultant-A (Junior Consultant) Civil Engineer	Rs.60,000/-		
5.	Young Professional-II Geology	Rs.45,000/-		
6.	Young Professional-II Economics	Rs.45,000/-		
7.	Young Professional-II Life Sciences	Rs.45,000/-	8	
8.	Young Professional-II Fisheries Expert			
9.	Young Professional-l Technical Assistant	Rs.35,000/-		
10	Young Professional-II System Analyst	Rs.70,000/-		
11	Young Professional-I Data Entry Operator	844/- per day x 30 days = Rs.25,320/-		
12	Young Professional-II Legal Expert	Rs.45,000/-		
13	Young Professional-III Accountant	Rs.55,000/-		
14.	Computer Operator Grade-1	Rs.937/- per day x 30 days = Rs.28,110/-		
15.	English to Tamil Translators	Rs.15,000/-		8

SI. No	Description	Rate/Wages per month per person in Rs. *	Contractor's profit (service charge)	Total per person
16.	Office Assistant	391/- per day x 25 days = Rs.9775/-		
17.	Office Watchman	353/- per day x 30 days = Rs.10,590/-		
18.	Driver	Rs.592/- per day x 30 days =Rs.17760/-		
19.	Steno Typist	Rs.20,600/-		

^{*} Enclose copy of Government of Tamil Nadu orders for rates of minimum wages, PF and ESI as applicable if any (Each and every page of price bid need to be signed and stamped by the contractor/firm)