



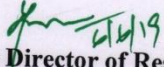
**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY**  
**REGIONAL AGRICULTURAL RESEARCH STATION: NANDYAL**

**TENDER NOTIFICATION FOR PROVIDING AGRICULTURE LABOUR ON WORK DONE ON WORK CONTRACT BASIS TO THE AGRICULTURE OPERATIONS AVAILABLE AS PER LIST ENCLOSED IN THE ANNEXURE TO THE RARS, NANDYAL FOR THE PERIOD OF 122 DAYS DURING THE FINANCIAL YEAR 2019-20 ( 01-06-2019 TO 30-09-2019 ).**

\* \* \*

Sealed tenders are invited from reputed contractors having license with labour department registered with central excise department and having EPF and ESI No. experience in the similar field for providing Agriculture Labour on work done on work contract basis by paying the wages to each worker as per minimum wages Act and orders issued by the Govt. or University from time to time to the farm Agril. Operations of RARS, Nandyal, Kurnool Dist., A.P. Tender forms, terms and conditions can be obtained from the office of the Associate Director of Research, RARS, Nandyal on all working days by paying Rs. 1000/- through D.D. in favour of " A.O., RARS, Nandyal "

The sealed tenders along with E.M.D. of 5% of the amount of Rs.24,50,000/- sanctioned for 122 days duly superscribing on the cover "Tender for providing Agriculture Labour as work done on work contract basis "on the cover should reach the undersigned on or before 25-06-2019 and the sealed tenders will be opened on 26-06-2019 at AM in the presence of the tenderers present and approved tender committee.

  
Associate Director of Research  
RARS, Nandyal.

8/6



**ACHARYA N.G.RANGA AGRICULTURAL UNIVERSITY  
REGIONAL AGRICULTURAL RESEARCH STATION::NANDYAL**

Res : 08514-242312

Fax : 08514-248264

Mobile: 9989625208

Email: adr\_rarsnandyal@rediffmail.com

**Tender documents for providing Agril. Labour on work done on work contract basis**

**price schedule.**

(Should be filled in on the printed letter head of the tenderer with date, signature and seal and submit along with the tender form)

**PRICE SCHEDULE**

( The rate should be quoted by observing the minimum wages to be paid to each Agril. Labour, EPF, ESI, Commission & I.T. and Final rate in figures & words)

**AGRICULTURAL OPERATIONS**

S. No.	Operations of the crop field	Bulk/ Expt	Unit area	Rate (Rs)/ Unit area
1	2	3	4	5
<b>I</b>	<b>General</b>			
1	Stubble collection	Expt	25 cents	
2	Preparatory cultivation in field crops(CP)	Bulk	1 acre	
3	Sowing with cattle drawn gorru	Bulk	1 acre	
4	Sowing with cattle drawn gorru	Expt	10 cents	
5	Intercultivation in ID/Rainfed crops with bullock drawn implements	Bulk	1 acre	
6	Intercultivation in ID/Rainfed crops with bullock drawn implements	Expt	10 cents	
7	Push hoeing in field crops	Expt	10 cents	
8	Irrigation-Flooding /Sprinklers	Expt	10 cents	
9	Fertilizer granule/ Herbicide application	Bulk	1 acre	
10	Fertilizer placement	Expt	10 cents	
11	Spraying (Knapsack)	Bulk	1 acre	
12	Spraying (Knapsack)	Expt	10 cents	
13	Spraying (power sprayer)	Bulk	1 acre	
14	Spraying (power sprayer)	Expt	10 cents	
15	Harvesting of korra, Jowar straw	Expt	10 cents	
16	Gathering and bundling of paddy/ korra/jowar straw	Bulk	50 cents	
17	Loading and unloading of paddy, Korra/jowar straw	Bulk	50 cents	

18	Loading of FYM/Gravel to tractor	Farm	Per tractor load	
19	Spreading of FYM	Bulk	1 acre	
20	Fence work (Strengthening of poles, replacement of poles, tying with barked wired)	Farm	10 mtrs.	
21	Trenching of channels	Farm	10 mtrs.	
22	Trimming of field bunds	Farm	10 mtrs.	
23	Digging of Irrigation/drainage channels	Farm	10 mtrs.	
24	Cleaning of field bunds	Farm	10 mtrs.	
25	Digging of drinking water pipeline channels	Farm	10 mtrs.	
26	Day / Night watch	Field	1 person per day of 8 hrs	
27	Watering to lawn	Lawn	2 women	
28	Printing of gunny bags	Stores	50 bags	
29	Monkey scaring	Farm	1 person per day of 6 hrs	
30	Seed cleaning	Expt	1 women per day of 6 hrs	
31	Seed treatment	Expt	1 women per day of 6 hrs	
32	Lab assistant for glass ware cleaning	Lab	1 women per day of 6 hrs	
33	Assistance in crossing/ selfing	Expt	1 women per day of 6 hrs	
34	Assistance in data recording	Expt	1 women per day of 6 hrs	
<b>II</b>	<b><i>Paddy</i></b>			
1	Nursery bed preparation	Expt	5 cents	
2	Nursery bed preparation	Bulk	10 cents	
3	Manual weeding in nursery	Expt	5 cents	
4	Manual weeding in nursery	Bulk	10 cents	
5	Pulling and bundling of paddy nursery	Expt	5 cents	
6	Pulling and bundling of paddy nursery	Bulk	10 cents	
7	Levelling of paddy field by cattle after puddling	Bulk	1 acre	
8	Bunds formation	Expt	10 cents	
9	Transplanting of paddy	Bulk	1 acre	
10	Transplanting of paddy	Expt	10 cents	
11	Weeding /Rouging in transplanted paddy	Bulk	1 acre	
12	Weeding /Rouging transplanted in paddy	Expt	10 cents	
13	Spraying (Taiwan sprayer)	Bulk	1 acre	
14	Spraying (knapsack)	Expt	10 cents	
15	Irrigation	Bulk	1 acre	
16	Irrigation	Expt	10 cents	
17	Harvesting, threshing, winnowing	Bulk	1 acre	
18	Harvesting, threshing, winnowing	Expt	10 cents	
19	Staking of paddy straw	Bulk	1 acre	
20	Loading of paddy straw	Bulk	1 acre	

21	Drying, heaping and Bagging (Each 30 kg)	Bulk	1 acre	
22	Loading and un loading & netting of paddy bags (Each 30 kg)	Bulk	30 bags	
23	Weighing, Stitching and netting of processed seed bags (each 4 30 kg)	Bulk	30 bags	
<b>III</b>	<b>Cotton</b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Fertilizer application	Expt	10 cents	
4	Spraying (Power /Taiwan sprayer)	Expt	25 cents	
5	Emasculation and crossing	Expt	10 cents	
6	Picking	Expt	10 cents	
7	Ginning, Combing and delinting	Expt	1 women per day of 6 hours	
<b>IV</b>	<b>Sunflower</b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Bird scaring per day of 6 hrs	Expt	25 cents	
4	Net erection and removal	Expt	25 cents	
5	Removal of net	Expt	25 cents	
6	Harvesting	Expt	10 cents	
7	Threshing	Expt	10 cents	
<b>V</b>	<b>Bengal gram</b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Harvesting	Expt	10 cents	
4	Harvesting	Bulk	25 cents	
5	Threshing	Expt	10 cents	
6	Threshing	Bulk	25 cents	
7	Seed cleaning and grading	Expt	Per 100 kg	
8	Loading and unloading of produce to tractor	Expt/Bulk	25 cents	
<b>VI</b>	<b>Jowar</b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Bird scaring/day	Expt	25 cents	
4	Harvesting	Expt	10 cents	
5	Separation of jowar earheads	Expt	10 cents	
6	Threshing	Expt	10 cents	
7	Loading and unloading of Jowar heads	Expt	10 cents	
8	Loading of Jowar straw to tractor	Bulk	1 acre	
<b>VII</b>	<b>Tobacco</b>			

1	Nursery bed preparation	Expt	1 cent	
2	Nursery sowing	Expt	1 cent	
3	Watering to nursery	Expt	2 women /day of 6 hrs	
4	Nursery pulling	Expt	1 cents	
5	Pot watering and transplanting	Expt	10 cents	
6	Weeding	Expt	10 cents	
7	Topping and Desuckering	Expt	10 cents	
8	Harvesting	Expt	10 cents	
9	Leaf curing and bagging	Expt	10 cents	
<b>VIII</b>	<b><i>Small millets</i></b>			
1	Sowing	Expt	10 cents	
2	Thinning	Expt	10 cents	
3	Weeding	Expt	10 cents	
4	Bird scaring/day	Expt	25 cents	
5	Harvesting of heads	Expt	10 cents	
6	Total crop harvesting	Expt	10 cents	
7	Threshing	Expt	10 cents	
<b>IX</b>	<b><i>Maize</i></b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Harvesting	Expt	10 cents	
4	Threshing	Expt	10 cents	
<b>X</b>	<b><i>Redgram</i></b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Harvesting	Expt	10 cents	
4	Threshing	Expt	10 cents	
<b>XI</b>	<b><i>Safflower</i></b>			
1	Dibbling	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Harvesting	Expt	10 cents	
4	Threshing	Expt	10 cents	
<b>XII</b>	<b><i>Other crops (Pulses, green manure crops etc)</i></b>			
1	Sowing	Expt	10 cents	
2	Weeding	Expt	10 cents	
3	Harvesting	Expt	10 cents	
4	Threshing	Expt	10 cents	

**Note:-** The commission charges should be inclusive of Income tax of 2% etc. as applicable from

time to time payable by contractor to the central / State Govt. on gross amount of the bill.

I/We agree that the above quoted rates of wages on work done on work contract basis payable to the Agricultural Labour as per Minimum Wages Act and the rules existing from time to time including EPF, ESI, I.T., Commission other administrative charges etc. and all statutory obligations and relief of guards.

I/We agree to execute the contract in accordance with the provisions of the tender document.

Signature :  
Name :  
Designation :  
Address with mobile  
No. and email ID :

Place :

Date :

D.D. No., date and amount and  
the name of the bank towards E.M.D.

Signature :  
Name :  
Designation :  
Address :  
Seal of the Agency :

Place :

Date :

**Tender Documents for Agricultural Operations :**

(The tenderer is required to print the following undertaking on his/her letter head with date, signature, seal and submit along with the tender form)

**UNDERTAKING**

1. It is to certify that the final rates mentioned in the price schedule including commission charges, supervision and other stationary expenditure like license fee, administration charges.
2. I/We further undertake that I/We follow all the statutory rules like minimum wages Act, EPF Act, ESI Act etc. applicable to contract labour and we will be responsible for any labour problems arising out of Rules as specified by the appropriate Govt. authority from time to time.
3. I/We are ready to execute the contract with effect from the date stipulated by the Associate Director of Research, RARS, Nandyal and sign the contract agreement on Non-Judicial stamp paper of specified value.
4. I/We undertake to furnish the Security Deposit of Sum Equivalent to 5% of probable contractual amount for 122 days which is to be retained by the Associate Director of Research, RARS, Nandyal for the entire period of contract which shall be refunded only after the satisfactory expiry of the services provided by the contractor within three months after expiry of contract period. The security Deposit will not carry any interest.
5. I/We will abide by all the terms and conditions laid down by the Associate Director of Research, RARS, Nandyal.

**Signature :**

**Name :**

**Designation :**

**Address :**

**Place :**

Date :



ACHARYA N.G. RANGA

AGRICULTURAL UNIVERSITY

REGIONAL AGRICULTURAL RESEARCH STATION: NANDYAL

**Tender for providing contract labour for executing the works on work done on work contract basis for the Agriculture Operations by the contractor.**

**Terms and Conditions of Agreement Between Contractor And Regional Agriculture Research Station, Nandyal.**

An agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2019 between Regional Agricultural Research Station, Nandyal represented by the Associate Director of Research, Sri M. Subba Rao S/o. Sri \_\_\_\_\_

Aged \_\_\_\_\_ years (herein after called University) which expression shall unless excluded by or repugnant to the subject or context include Research Station(s) / Scheme(s) or any other Establishment of Office under its control or its successors or assignees of one part and \_\_\_\_\_ represented by Sri S/o. \_\_\_\_\_ aged \_\_\_\_\_

Years (hereinafter called Contractor) which expression, unless expression, unless excluded by or repugnant to the subject or context includes his heirs, executor, Administrators and legal representative of other part.

And whereas the Contractor is carrying on the business of \_\_\_\_\_

Man power supply to the Agricultural operations on work done on work contract and whereas the University is desirous of entrusting them to the Contractor.

Whereas the University is engaged in Research and other related activities is desirous of engaging contractor to \_\_\_\_\_ and such other incidental works as may be entrusted from time to time.

And whereas the Contractor has agreed to undertake \_\_\_\_\_ upon the following terms and conditions.

**1. Period of Contract**

- a. This agreement shall be in force for a period of 122 days from 1-6-2019 to 30-9-2019. Either party thereto shall be entitled to terminate this agreement by giving to the other, notice of 30 days in writing, on the expiry of the said period, this agreement shall come to an end. However, the Associate Director of Research, Nandyal may, at its sole discretion,



relieve the contractor from any or all of his obligations under this agreement at any time during the period of notice, even at short notice.

- b. Notwithstanding anything contained in this agreement the University shall be entitled to terminate this agreement without compensation upon the happening of all or any of the following events provided Associate Director of Research, RARS, Nandyal has give Seven days notice to rectify the breach and the Contractor has failed to do so.
- i. If, in the opinion of the Associate Director of Research, RARS, Nandyal which shall be final and binding, the contractor has failed and/or neglected to carry out any of his obligations under this agreement.
  - ii. If contractor commits a breach of any of the terms and conditions herein contained.
  - iii. Upon the contractor committing any act of insolvency making an application to be adjudicated insolvent or being adjudicated insolvent or upon an application being made to have the contractor adjudicated insolvent or upon a distress, execution or other process being levied or an incumbent taking possession of or a receiver being appointed of, any part of the assets or property of the Contractor or upon the Associate Director of Research, RARS, Nandyal being required not to hire the contractor's services etc., in the manner provided for in this agreement pursuant to any statute or order or rule regulation enacted in that behalf of or pursuant to any award, judgment, or decision of court of competent discretion, agree not to terminate this agreement in the case of an award, judgment or decision of a court if the Contractor lawfully challenges this said award, judgment or decision of the court and simultaneously agrees to indemnify the Associate Director of Research, RARS, Nandyal and hold the Associate Director of Research, RARS, Nandyal free and harmless from and against any and all claims, demands charges and expenses, if any including but without prejudice to the generality of the foregoing, legal costs between attorney and client or on account whatsoever arising out of and as a result of any such.
  - iv. If, the Contractor seals his office or transfers his right to other person or does any act whereby he ceases to be a Contractor.
  - v. If the employees, workmen of the Contractor are required to be treated as employees of RARS, Nandyal/University pursuant to any statute, rule or regulations enacted in that behalf by the Government State/Central or pursuant to any agreement, order, award, settlement, decree, or otherwise the contractor shall indemnify and keep indemnified the RARS, Nandyal/University for any expenses or losses that may be sustained by the Associate Director of Research, RARS, Nandyal / the University as a result of any such eventuality taking place.
  - vi. Further, it is expressly made clear that it is not obligatory on the part of Associate Director of Research, Nandyal/University to give constant or continuous work to the contractor.

## **2. EXECUTION OF WORKS BY THE CONTRACTOR**

The contractor agree in particular to execute, fulfill and discharge the works listed in the tender Schedule as per the specifications as laid down by the Associate Director of Research, RARS, Nandyal in the manner herein after appearing to the entire satisfaction of the Associate

Director of Research, RARS, Nandyal and any of the works that may be entrusted during the tenure of the agreement.

**3. CHARGES**

In consideration of the services as above, rendered by the contractor, the Associate Director of Research, RARS, Nandyal hereby agree to pay the Contractor as per approved rates inclusive of Commission Charges.

It is abundantly made clear and agreed between the parties that no upward revision in charges or in other ratings as stipulated in this agreement, shall be agreed during the period of this agreement.

**4. IMPOSSIBILITY OF PERFORMANCE**

- a. In the event of strike of all or any sections on the premises of the RARS, Nandyal by the workmen or of a lockout or a closure whether parties or otherwise on the premises located at Noonepalli village Nandyal Mandal Kurnool district or on happening of any event over which the Associate Director of Research, RARS, Nandyal/shall not be liable to pay to the contractor any charges or any or all other charges if any, during such period.
- b. In the event, any of the services or persons as mentioned in the contract, not being rendered / provided or made available by the contractor, at any time for any reason whatsoever, the Associate Director of Research, RARS, Nandyal shall be at liberty to have such services rendered by any other sources and the cost of damages of getting such services from such other sources debited to the account of the Contractor.

**5. SECURITY DEPOSIT AND SURETIES**

The Contractor, shall deposit a sum equivalent 5% probable annual contractual amount estimated by the Associate Director Research, RARS, Nandyal subjected to a minimum of Rs.25000/- (Rupees Twenty five thousands) as Security deposit and also EMD @ 5% of contractual amount subjected to a minimum of Rs.25000/- (Rupees Twenty five thousands) will also be retained by the Associate Director of Research, RARS, Nandyal. The security deposit and EMD shall be retained with Associate Director of Research, RARS, Nandyal as long as the contract is in force and carries no interest and shall be returned after satisfactory expiry of contract period within three months without any interest.

**6. SUPPLY OF MATERIALS AND EQUIPMENT TO THE CONTRACTOR :**

- a. During the Currency of this agreement, the University shall provide to the Contractor, all the materials implements/Machinery/Equipment such as required as enable him to discharge the entrusted services to the satisfaction of the Associate Director of Research, RARS, Nandyal.
- b. Any of the material implements/machines/equipments given by the Associate Director of Research, RARS, Nandyal to the contractor for use that may be required to carry out operations entrusted to the contractor shall be used by the contractor diligently only for the purposes for which they are intended for.
- c. The Contractor shall take utmost care to keep all the materials implements/machinery equipments supplied to him from time to time indicating receipts, consumption and justification for fresh indents.

- d. The Associate Director of Research, RARS, Nandyal shall be entitled to deduct/recover the cost of the above mentioned items from the Contractor for any damage/breakage/theft or any other loss of these items during the term of this agreement.
- e. The Contractor shall not give on lease or hire out the material/implements /machinery /equipments supplied to him or use for any other purpose than that of the Associate Director of Research, RARS, Nandyal.

**7. CONDITIONS / RESTRICTIONS FOR ENGAGING WORKERS:**

- a. The Contractor shall not employ any person below the age of 18 years and more than 60 years and shall not engage female workers between 7.00 PM to 06.00 AM.
- b. The Contractor shall ensure that the workers engaged by him are physically fit, free from communicable diseases or otherwise illness infirmity of any kind criminal activity/offences/cases prior to and during their engagement and also do not suffer from any legal disqualification by reason of any law order or statute in force or from any other cause whatsoever. The workers so engaged must be of good conduct, character antecedents.
- c. The Contractor shall ensure to issue photo identify cards with permanent address to all workers and supervisory staff engaged by him/her and furnish a list of such people to the Associate Director of Research, RARS, Nandyal. Workers/ supervisors with photo identify card alone shall be permitted to enter into the premises to carry/Supervise the work. The Contractor shall depute trained and competent staff for supervision.
- d. The Contractor shall maintain requisite records and comply with all laws, rules, regulations and orders applicable to the Contractor's obligations with respect of payment of wages and service conditions of the persons engaged under this agreement and the Contractor shall further keep the Associate Director of Research, RARS, Nandyal indemnified from any claim, demand or action as may be brought against the Associate Director of Research, RARS, Nandyal due to non-compliance of laws by the Contractor of his obligations under this clause.
- e. The Contractor's staff/workers shall be under the director control/ supervision of the Contractor and He/She shall be free to transfer/Registrar-transfer his/her staff/ workers in accordance with the contractor's needs without affecting the services to be provided by the Contractor under this agreement.
- f. The Contractor shall maintain requisite record and comply with all acts, laws.
- g. The Contractor shall, as the employer, have the exclusive right to engage and terminate the service all or any of the staff /workers engaged by him/her to fulfill his/her obligations under this agreement and to substitute any persons. However the Associate Director of Research, RARS, Nandyal shall be at liberty at its sole discretion to direct the Contractor to remove/withdraw forth with from the University premises any person(s) engaged by the Contractor to carry out his obligations under this agreement, if the Associate Director of Research, RARS, Nandyal is not satisfied with the service/conduct/behavior of such person (s) and the Contractor shall remove/ withdraw such staff/workers forthwith at the direction of the Associate Director of Research, RARS, Nandyal and provide adequate replacement (s).

- h. The Associate Director of Research, RARS, Nandyal shall have privity of contract with the Contractor only and shall give instruction to him and shall have nothing to do or concerned with the conditions of engagement of the workers/staff engaged by the Contractor.
- i. The workers/ staff of the Contractor shall be medically examined by a competent Doctor as required by the Associate Director of Research, RARS, Nandyal before entrusting any responsibilities under this agreement as per the standards of fitness prescribed by the Associate Director of Research, RARS, Nandyal . In the event of any of the staff/workers engaged by the Contractor being declared medically unfit the Contractor shall ensure that he/she is removed forth with from the complement of the staff/ workers engaged by the Contractor by making suitable replacement for fulfillment of this agreement by making suitable replacement (s).
- j. The staff / workers of the Contractor shall be liable to be searched by the Associate Director of Research, RARS, Nandyal authorized for this purpose and shall strictly observe the rules and regulations discipline/ code of conduct of the University and other general rules applicable.
- k. The Contractor shall provide uniforms and safety equipment to his workers and see that the workers wear the uniform and use the safety equipment without fail. For any consequences arising out the failure on the Contractor/ workers to comply, the Contractor alone is responsible.
- l. The Contractor shall ensure that all the staff/workers employed by him are not influence by any type of intoxicants while on duty.

#### **8. CONTRACTOR'S OBLIGATIONS:**

- a. The Contractor shall execute and efficiently handle works entrusted to him . The contractor shall be responsible for any or all such acts or omissions commissions of his workmen.
- b. The Contractor shall carry out his obligations under this agreement diligently and to the satisfaction of the Associate Director of Research, RARS, Nandyal. The contractor shall comply with the said directions and instructions.
- c. The Associate Director of Research, RARS, Nandyal will not be responsible for payment of any damages or compensation or any other liability in the event of injury / accident or death of the staff / workers engaged by the Contractor which may arise out of and in the course of discharge of their duties whether on the premises of RARS, Nandyal / outside RARS, Nandyal remises or during a journey. In case, if the Associate Director of Research, RARS, Nandyal for any reason is made liable for payment of any damages / compensation / any other liability in respect of such staff / workers the contractor shall pay to the Associate Director of Research, RARS, Nandyal such damages compensation for any other liability upon demand by the Associate Director of Research, RARS, Nandyal .
- d. A contractor expressly undertakes to hold the Associate Director of Research, RARS, Nandyal free and harmless and indemnify the RARS, Nandyal and keep the RARS, Nandyal indemnified against all claims, damages, losses, actions, demands, costs, charges and expenses of any kind arising out of any acts of commission, or commission or negligence, dereliction, dishonesty or misconduct of the staff /workers engaged by the

Contractor to fulfill his obligations under this agreement and which may from time to time arise out of the operations and obligations undertaken by the Contractor. Without prejudice to the rights of the RARS, Nandyal, the RARS, Nandyal will be entitled to deduct such amounts as a consequence of any such claims, demand, costs, charge and expenses from services charges, or any other dues payable to the Contractor.

- e. The contractor shall be liable to the RARS, Nandyal the cost of any items of property belonging to the RARS, Nandyal broken/ damages / stolen by his staff workmen or others.
- f. The contractor shall ensure that none of his staff/workers remain in the premises of the RARS, Nandyal after their official working hours, unless and otherwise specifically permitted in each case by the RARS, in writing.

#### **9. PAYMENT TO STAFF/WORKERS**

The contractor shall be liable and be responsible for payment of wages to the staff/workers engaged by him in accordance with the law(s) statute(s) in force and all benefits under various labour legislation and the workmen will not have any claim whatsoever against the Associate Director of Research, RARS, Nandyal.

#### **10. COMPLIANCE WITH LAWS**

It is hereby expressly stated and agreed by and between the parties that the Contractor shall comply with all acts, laws, orders, ordinance(s) notifications, rules and regulations or statute (s) or any amendments therein whether central/state or otherwise including safety regulations employees State Insurance Act, payment of Bonus Act, Minimum wages Act, Employees provident Fund Act or any other Acts which is / or applicable to or in any way connected with the execution or performance under the agreement, failing which the RARS, Nandyal shall have no option but to terminate this agreement.

#### **11. INSPECTION OF RECORDS**

The Contractor shall at all times and as and when required permit the duly authorized representative (s) of the RARS, Nandyal to examine and inspect or cause to be examined and inspect all books, records, Registers inventory and equipment for the purpose of determining whether or not the Contractor is complying with the terms, conditions and stipulations herein contained or as may be imposed upon him by provisions of law (s) for the time being in force. The Contractor shall produce every month to the Associate Director of Research, RARS, Nandyal or its authorized representative (s) proof of compliance with the various acts, laws, statutes, rules, regulations, etc., in force and applicable to him and his staff/workers.

#### **12. PERMITS/LICENSES**

The Contractor shall at his own cost apply for and secure all permit and license (s) which may be required to be obtained for the services to be rendered are obligatory under this agreement and shall maintain records registers, books, ledgers and other documents as required under the laws/rules, particularly Contract Labour (R& A) Act, Minimum wages Act, I.D. Act, Central excise act, IT act GST etc., and comply with the regulations of any other Acts law, central or state or municipal, or local or otherwise for the time being in force and which applies for the services rendered there under, statutes that are applicable to him for his staff/workers. He shall submit his license number under contract labour (R&A) Act,

registration proof with central excise department for GST etc., and his code numbers for ESI, EPF to the Associate Director of Research, RARS, Nandyal.

**13. INDEPENDENT CONTRACTOR**

It is hereby expressly made clear and declared by and between the parties that the contractor shall for the purposes of this agreement be an independent contractor and that all persons employed or engaged by the contractor shall be employed and are engaged at his own cost and in respect of those persons/workers, the performance and execution of the obligations undertaken by the Contractor and that the said persons shall be the employees/workers of the contractor and not that of the RARS, Nandyal and nothing therein will give any right to the contractor of his staff/workers nor can they claim any benefits from the RARS, Nandyal which any permanent/temporary employee of the RARS, is entitled to do.

**14. TERMS OF PAYMENT**

- a) The Contractor shall submit his bill every month to the office of Associate Director of Research, RARS, Nandyal in respect of the works completed during that period and the office shall make payment within 10 days from the date of submission of bill and DDO shall retain a sum equivalent to 4% plus surcharge and education cess or as per rates applicable from time to time of each bill value for meeting statutory obligation of the Contractor towards Income Tax which is the liability of the contractor and same will be remitted to IT authorities by DDO as per section 194 c of IT Act.
- b) The wage bill for the first time may be admitted as per rates suggested including EPF, ESI (wherever applicable), commission charges etc., in full. However for subsequent monthly payments DDO shall ensure production of proof for remittance of EPF, ESI (as the case may be ) with detailed statement in case of EPF and ESI containing name particulars of workers.
- c) The contractor shall not be entitled to be paid any additional amount, whatsoever by the RARS, Nandyal beyond what has been stipulated/contract in this agreement in respect of any charges or expenses for the services rendered and further the Contractor shall not be paid any amount by way of reimbursement in any manner whatsoever.

15. The parties hereto acknowledge that this agreement superceded all prior Communications between the parties including all oral or written proposals.

**16. TERMINATION OF AGREEMENT**

- a) This agreement will be in force for a period of 122 days from 01-06-2019 to 30-09-2019 unless renewed further on mutual agreement. On expiry of the said agreement, the Contractor shall vacate the premises of the RARS, Nandyal peacefully. The Contractor shall also hand over the possession of all implements/materials/machinery/equipments and all other items which were provided to him by the RARS, Nandyal. The contractor shall also remove all his belonging, staff/workers and any other items from the RARS, Nandyal premises forthwith.
- b) In case of breach of the terms or persistent absence or neglect or misbehavior misconduct etc., it shall be lawful for the RARS, Nandyal to forfeit the caution deposit

of the contractor without prejudice to other remedies available to the RARS, Nandyal including termination of contract without any notice.

**17. SETTLEMENT OF DISPUTES**

In case of any dispute (s) or difference(s) of opinions that arise between or differences arising between the parties during the pendency of the agreement or after its termination or earlier, determination as to its meaning or to any other matter arising directly or indirectly under the Contract, the same shall be referred to the RARS, Nandyal or his authorized representative and his decision shall be final and binding on the parties.

**18. SECURITY MEASURES**

The contractor shall comply with all the security measures which may from time to time be adopted by the RARS, Nandyal in respect of Contractor's employees/workers and agents etc.

**19. LEGAL AND PRIOR RIGHTS**

All remedies and rights of the parties here to or either of them hereunder shall in addition to all other legal rights and remedies belonging to such parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies belonging to such parties and the same shall be deemed to be cumulative and not alternative to such legal right aforesaid and the determination of this agreement for whatever, shall be without prejudice to any and all rights and claims of either party herein which shall or may have accrued prior thereto.

**20. ASSIGNMENT**

This agreements rights and liabilities hereunder of the parties here to shall bind and issue to the benefit of their successor or assignees and heirs executors and the administrators of the Contractor but neither this agreement nor the rights, licenses or authorities of the Contractor herein granted shall be assignable or transferable, either in whole or in part, without the prior consent in writing of the Associate Director of Research, RARS, Nandyal / University in that behalf and upon any permitted assignment or transfer thereof by the Contractor, the assignee (s) or transferee (s) shall be substituted in the place instead of the Contractor as and from the date of such assignment or transfer, but only to the extent therein specified.

**21. CONSENTS AND NOTICES**

All approvals, consents and notices required to be given or served hereunder by either party here to the other shall be deemed to have been duly given or served in the case of RARS, Nandyal if the same shall have been delivered to left for or sent by e-mail, speed post, air mail, registered post to the office of the Associate Director of Research, RARS, Nandyal / Contractor at his last known address provided always that either party hereto shall gave right to inform the other of any other address at which such approvals, consents and notices shall be received by it or him and the same shall be deemed to have been duly given or served if the same shall have been duly given or served if the same shall have been delivered such part at such other address.

IN WITNETSS WHEREOF the parties have here to subscribed their respective hands the day \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ first herein above written.

SIGNED AND DELIVERED BY

NAME

(BLOCK LETTER)

SIGNATURE OF ASSOCIATE DIRECTOR OF RESEARCH

DESIGNATION AND OFFICE SEAL

ADDRESS

SIGNED AND DELIVERED

BY THE "CONTRACTOR"

M/s.....

ADDRESS

NAME

(BLOCK LETTERS)

PRESENT ADDRESS

SEAL

PERMANENT ADDRESS