ACHARYA N.G.RANGA AGRICULTURAL UNIVERSITY

Dr. K. Nagendra Rao M.Sc. (Ag), Ph.D Principal Scientist (Pl.Br)& Head



Agricultural Research Station Machilipatnam -521002, Krishna District

Email: ars.machilipatnam@angrau.ac.in

Mobile: 9440853096

Tender Notice No.02/Agril.Operations/Contract/2025, Dt.06.10.2025

Sealed tenders are invited from the registered labour contractors for supply of labour on work done on work contract basis for different Agricultural operations as per the annexure enclosed to the tender, from Agricultural Research Station, Machilipatnam please visit http://www.angrau.ac.in for detailed tender notice, terms and conditions. Last date: 14.10.2025 by 04.00 pm for receipt of sealed tenders at ARS, Machilipatnam. Opening Tenders: 15.10.2025 at 10.00 AM at ARS, Machilipatnam

Principal Scientist (Pl.Br) & Head Agricultural Research Station Machilipatnam



ACHARYA N.G. RANGAAGRICULTURAL UNIVERSITY AGRICULTURAL RESEARCH STATION, MACHILIPATNAM

(Ph:9440853096:Email:ars.machilipatnam@angrau.ac.in.)

<u>Tender documents for providing Agricultural Operations, Data Recorder operator and Driver etc. for Agricultural Research Station, Machlipatnam on work done on work contract basis price schedule.</u>

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

PRICESCHEDULE

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

I. Paddy & Blacgram Seed Production

S.No.	Agricultural Operations	Rate per acre
1	Roguing per acre per time	Rate per acre
2	Harvesting	Rate per acre
3	Bundling and carrying	Rate per acre
4	Threshing and winnowing	Rate per acre
5	Drying and bagging	Rate per acre
6	Seed processing of Kharif 2025	Rate per tone
7	Rouging in Blackgram Seed Production Plots	Rate per tone
8	Blackgram Harvesting, Threshing & Winnowing Seed	Rate per tone
	production plots	-
9	Processing of Blagram Un processed produced Rabi 2025	Rate per Quintal

II. Experiments

S.No.	Agricultural Operations	Rate per acre
1	Data collection of 900 entries	Rate per acre
2	Harvesting for 900 entries	Rate per acre
3	Bundling and carrying for 900 entries	Rate per acre
4	Threshing and winnowing for 900 entries	Rate per acre

III. Seed Production.

S.No.	Agricultural Operations	Rate per acre
1	Nursery pulling and carrying	Rate per acre
2	Trimming of field bunds	Rate per acre
3	Transplanting	Rate per acre
4	Gap filling	Rate per acre
5	Hand weeding	Rate per acre
6	Roguing	Rate per acre
7	Harvesting	Rate per acre
8	Bundling and carrying	Rate per acre
9	Threshing and winnowing	Rate per acre
10	Drying and bagging	Rate per acre
11	Seed processing of Kharif	Rate per tonne

II. Experiments

S.No.	Agricultural Operations	Rate per acre
1	Strengthening of field bunds and deepening of irrigation	Rate per tonne
	channels	
2	Trimming of field bunds	Rate per tonne
3	Pulling, transport, arrangement and line planting per acre	Rate per tonne
	for experiments	_
4	Weeding	Rate per tonne
5	Data collection of 900 entries	Rate per tonne
6	Harvesting for 900 entries	Rate per tonne
7	Bundling and carrying for 900 entries	Rate per tonne
8	Threshing and winnowing for 900 entries	Rate per tonne

Note:

- 1. MinimumwagesRs522/-/person/dayvideProceedingsNo.87/Lab/2023,Dated: 19.05.2023 of the Register, ANGRAU, Lam, Guntur.
- 2. Theratestobe quotedorbulkoperation(Acres)shouldbeinmultiplesofRs.394/- (MinimumWage Rate).
- 3. Minimum wages for Tractor driver /Computer Operator/ Cook/Mess Helper/Scavenger & Wach & Ward person/Per Month for 26 days (Excluding EPF+ESI+GST 18 %and Agency Commission etc.

Note:-Thecommission charges should beinclusive of Incometax of 2%etc. as applicable from timetotimepayable by contractor to the central/StateGovt.ongross 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.(GST 18 %onTractor driver /Computer Operator/ Cook/Mess Helper/Scavenger & Wach & Ward) 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 :

AddresswithmobileNo.andemailID:

Place:

Date:

D.D.No.,dateand amountand Thename of the bank towards E.M.D.

Signature : Name :

Designation : Address : Sealofthe Agency :

Place: Date:

TenderDocumentsfor Agricultural Operations:

(Thetendererisrequiredtoprintthefollowingundertakingonhis/herletterheadwithdate, 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/Wefurtherundertakethat I/WefollowallthestatutoryruleslikeminimumwagesAct,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 Principal Scientist & Head, ARS, Machilipatnam 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 180 days which is to be retained by the Principal Scientist & Head, ARS, Machilipatnam 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 afterexpiry 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 Principal Scientist & Head, ARS, Machilipatnam.

Signature : Name : Designation : Address :

Place: Date:

ISSUED TO ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY AGRICULTURAL RESEARCHSTATION,MACHILIPATNAM

TENDERFORMFORPROVIDINGWORKONCONTRACTBASISFOR AGRIUCLTURAL OPERATIONS

1	NameoftheAgency
2	FulladdresswithPinNo.
3	PhoneNo. MobileNo.FaxNo. E-mail address
1	Date of Registration of the Agency with the appropriate authority i.e., OPERATIONS department (Please enclose an attested copy of the Registration).
5	ValidityofRegistrationi.e.,thedateupto which the Registration is valid
6	EPFCodeNo.(Encloseattestedcopyfor proof) (if applicable)
7	ESICodeNo.(Encloseattestedcopyfor proof) (if applicable)
3	Experience in providing Agril. OPERATIONS
)	Otherinformationifany
0	D.D.No./ Check &Date Rs.(inwords)
	Nameofthe Bank&Branch

Place	Signature	
Date	Name Designation	
	Address	

Sealofthe Agency



ACHARYAN.G.RANGAAGRICULTURALUNIVERSITY AGRICULTURAL RESEARCHSTATION, MACHILIPATNAM

<u>Tenderforprovidingcontractlabourforexecutingtheworksonworkdoneonworkcontractbasis for</u> the Agriculture Operations by the contractor.

1 ermsandConditionsofAgreementBetweenC	ontractorAndAgricultural	Research Stat	tion,Machilipatn	<u>am.</u>
An agreement made at	on this		dayof2025betv	veen
Agricultural Research Station, Machilipatna	<u>m</u> arepresentedbythePrin	cipalScienti	st&Head,	
			_(hereinaftere	alled
University)whichexpressionshallunless	excludedbyorrepugnantt	othesubject	orcontext inclu	ıde
Research Station(s)/Scheme(s) or any of	other Establishment of O	ffice under	its control or i	ts
successors or assignees of one part and	represented by S	ri S/o		
aged	Years (hereina)	fter called	Contractor)	which
expression, unless expression, unless ex	xcludedby or repugnant	to the subjec	ctor context in	cludes
hisheirs, executor, Administrators and leg	galrepresentativeofotherp	art.Andwhe	reasthe Contra	actor is
carrying on the business of	Manpowersupply	ytotheAgric	ulturaloperatio	ns on
work done on work contract and where	as the University is desi	rous of entr	rusting them to	the
Contractor. Whereas the University is engaged	agedinResearchandother	relatedactiv	itiesisdesirous	of
engaging contractor to	andsuchotherin a	ccidental w	orks as maybe	;
entrusted from time to time. And where	eas the Contractor has ag	greed to und	ertakeupo	on the
following terms and conditions.				

1. Period of Contract

- a. This agreement shall be in force for a period of 180 days from 03.10.2025 to 31.03.2026. Either party there shall been titled to terminate this agreement by giving to the other, notice of 30 days in writing, on the expiry of the staid period, this agreement shall come to an end. However, the Principal Scientist & Head, ARS, Machilipatnam may, at its sole discretion, relieve the contractorfrom any or all of his obligations under this agreement at anytime during the period of notice, even at short notice.
- **b.** Not with standing anything contained in this agreement the University shall been titled to terminate this agreement without compensation upon the happening of all or any of the following events provided Principal Scientist & Head, ARS, Machilipatnamhas given Seven days' notice to rectify the breach and the Contractor has failed to do so.

- i. If, in the opinion of the Principal Scientist & Head, ARS, Machilipatnamwhich shall be finaland binding, the contractor has failed and/or neglected to carry out any of his obligations under this agreement.
- ii. If contract or commits a breact of any of the terms and conditions here in contained.
- iii. Upon the contractor committing any act of insolvency making an application to be adjudicated in solvent or being adjudicated insolvent or upon an application being made to have the contractor adjudicated in solvent or upon adistress, execution or other process being levied ran incumbent taking possession of or a receiver being appointed of, any part of the assets or property of the Contractor or upon the Principal Scientist & Head, ARS, Machilipatnam 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 Principal Scientist & Head, ARS, Machilipatnam and hold the Principal Scientist & Head, ARS, Machilipatnam 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 another 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 ARS, Machilipatnam/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 ARS, MachilipatnamUniversity for any expenses or losses that may be sustained by the Principal Scientist & Head, ARS, Machilipatnam / the University as a result of any such eventualitytaking place.
- vi. Further, it is expressly made clear that it is not obligatory on the part of Principal Scientist & Head, ARS, Machilipatnam/University to give constant or continuous work to the contractor.

2. EXECUTIONOFWORKSBYTHECONTRACTOR

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 Principal Scientist & Head, ARS, Machilipatnam in the manner herein after appearing to the entire satisfaction of the Principal Scientist & Head, ARS, Machilipatnam 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 Principal Scientist&Head,ARS, MachilipatnamherebyagreetopaytheContractorasperapprovedrates inclusive of Commission Charges.

Itisabundantlymadeclearandagreedbetweenthepartiesthatnoupwardrevisionincharges orinother atings as stipulatedinthisagreement, shall be agreedduring the period of this agreement.

4. IMPOSSIBILITYOFPERFORMANCE

- a. Intheeventofstrikeofallorany sectionsonthepremisesoftheARS,Machilipatnamby the workmenorofalockoutoraclosurewhetherpartiesorotherwiseonthepremiseslocatedat TirupatioronhappeningofanyeventoverwhichthePrincipalScientist&Head,ARS, Machilipatnam/shallnotbeliable to pay tothecontractoranychargesoranyorallothercharges 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 Principal Scientist & Head, ARS, Machilipatnam 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. SECURITYDEPOSITANDSURETIES

The Contractor, shall deposit a sum equivalent 5% probable annual contractual amount estimated by the Associate Director Research, ARS, Machilipatnam 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 Principal Scientist & Head, ARS, Machilipatnam. The security deposit and EMD shall be retained with Principal Scientist & Head, ARS, Machilipatnam 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. SUPPLYOFMATERIALSANDEQUIPMENTTO 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 Principal Scientist & Head, ARS, Machilipatnam.
- b. Any of the material implements/machines/ equipments given by the Principal Scientist & Head, ARS, Machilipatnam to the contractor for use that may be required to carryout 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 Principal Scientist & Head, ARS, Machilipatnam shall beentitled 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 Principal Scientist & Head, ARS, Machilipatnam.

7. <u>CONDTIONS/RESTRICTIONSFORENGAGINGWORKERS:</u>

- 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 communicablediseasesorotherwiseillnessinfirmityofanykinderiminalactivity/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 what so ever. 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 Principal Scientist & Head, ARS, Machilipatnam. 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 at 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 an service conditions ofthepersonsengagedunderthisagreement andtheContractor shallfurtherkeepthe Principal Scientist &Head, ARS, Machilipatnam indemnified from any claim, demand or action as maybe brought against the Principal Scientist & Head, ARS, Machilipatnam 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. TheContractor shallmaintainrequisiterecordandcomplywithall 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 underthis agreement and to substitute any persons. However the Principal Scientist & Head, ARS, Machilipatnam shall be at liberty at its sole discretion to direct the Contractor to remove/withdraw forwithfrom the University premises any person(s) engaged by the Contractor to carryout this obligations under this agreement, if the Principal Scientist & Head, ARS, Machilipatnam is not satisfied with the service/conduct/behavior of such person (s) andthe Contractor shall remove/ withdraw such staff/workers forthwith at the direction of the Principal Scientist & Head, ARS, Machilipatnam and provide adequate replacement (s).
- h. The Principal Scientist & Head, ARS, Machilipatnam shall have privity of contract with the Contractor onlyand 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 Principal Scientist & Head, ARS, Machilipatnam before entrusting any responsibilities under this agreement as per the standards of fitness prescribed by the Principal Scientist & Head, ARS, Machilipatnam .In the event of any of the staff/workers engaged by the ContractorbeingdeclaredmedicallyunfittheContractorshallensurethathe/sheisremovedforth 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 Principal Scientist & Head, ARS, Machilipatnam 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.
- 1. 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'SOBLIGATIONS:

- 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 Principal Scientist & Head, ARS, Machilipatnam. The contractor shall comply with the said directions and instructions.

c. The Principal Scientist & Head, ARS, Machilipatnam will not be responsible for payment of any damages or compensation or any other liability in the event of injury / accident ordeath 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 ARS, Machilipatnam/outside ARS,

Machilipatnam premisesorduringajourney. Incase, ifthe Principal Scientist & Head, ARS,

Machilipatnamforanyreasonis made liablefor payment of anydamages /compensation/anyother liabilityin respect of

suchstaff/workersthecontractorshallpaytothePrincipalScientist&Head,ARS, Machilipatnam such damages compensation for anyother liabilityupon demand bythe Principal Scientist & Head, ARS, Machilipatnam.

- d. A contractor expressly undertakes to hold the Principal Scientist & Head, ARS, Machilipatnamfree and harmless and indemnify the ARS, Machilipatnam and keep the ARS, Machilipatnamindemnified 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 undertakenBy the Contractor. Without pre judice to the rights of the ARS, Machilipatnam, the ARS, Machilipatnam will 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 ARS, Machilipatnam the cost of any items of property belonging to the ARS, Machilipatnambroken/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 ARS, Machilipatnam after their official working hours, unless and otherwise specifically permitted in each case by the RARS, in writing.

9. PAYMENTTOSTAFF/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 what so ever against the Principal Scientist & Head, ARS, Machilipatnam.

10. <u>COMPLIANCEWITHLAWS</u>

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 anyotherActs which is/or applicable to orin anywayconnected with the execution or performance under the agreement, failing which the ARS, Machilipatnam shallhave no option but to terminate this agreement.

11. INSPECTIONOF RECORDS

The Contractor shall at all times and as and when required permit the duly authorized representative (s) of the ARS, Machilipatnam to examine and inspect or cause to be examined and inspect all books, records, Registers inventory and equipment for the purpose ofdetermining 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 timebeinginforce. The Contractorshall produce every month to the Principal Scientist & Head, ARS, Machilipatnamor 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 Contractor 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 this 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 Principal Scientist & Head, ARS, Machilipatnam.

13. <u>INDEPENDENT CONTRACTOR</u>

It is hereby expressly made clear and declared by and between the parties. That the contractorshall for the purpose so 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 ARS, Machilipatnam and nothing therein will give any right to the contractor of his staff/workers nor can they claim any benefits from the ARS, Machilipatnam which any permanent/temporary employee of the RARS, is entitled to do.

14. TERMSOFPAYMENT

a) The Contractor shall submit his bill every month to the office of Principal Scientist & Head, ARS, Machilipatnamin respect of the works completed during that period and the office shall make payment within 10days from the date of submission of bill and DDO shall retain asum 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 maybe) 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 ARS, Machilipatnam 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. Theparties here to acknowledge that this agreement superseded all prior Communications between the parties including all oral or written proposals.

16. <u>TERMINATIONOFAGREEMENT</u>

- a) This agreement will be in force for a period of 180 days from 03.10.2025 to 31.03.2026 unless renewed further on mutual agreement. On expiry of the said agreement, the Contractor shall vacate the premises of the ARS, Machilipatnam peacefully. The Contractor shall also handover the possession of all implements/materials/machinery/equipments and all other items whichwere provided to him by the ARS, Machilipatnam. The contractor shall also remove all his belonging, staff/workers and any other items from the ARS, Machilipatnam 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 ARS, Machilipatnam to forfeit the caution deposit of the contractor without prejudice to other remedies available to the ARS, Machilipatnam including termination of contract without any notice.

17. SETTLEMENTOFDISPUTES

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 ARS, Machilipatnamor his authorized representative and his decision shall be final and binding on the parties.

18. SECURITYMEASURES

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

19. LEGALANDPRIORRIGHTS

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 a foresaid and the determination of this agreement for whatever, shall be without pre judice 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 thebenefitoftheirsuccessororassigneesandhairsexecutorsandtheadministersoftheContractorbutneit herthisagreementnortherights,licensesorauthoritiesoftheContractor hereingrantedshallbeassignableortransferable,eitherinwholeorinpart,withouttheprior consentinwritingofthePrincipalScientist&Head,ARS, Machilipatnam/Universityinthat 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. CONSENTSANDNOTICES

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 ARS, Machilipatnam if the same shall have been delivered to left for or sent by e-mail, speed post, air mail,registeredposttotheofficeofthePrincipalScientist&Head,ARS, Machilipatnam/Contractorat his last known address provided always that either partyhere to shall gaveright 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 thesame shall have been duly given or served if the same shall have

INWITNESS WHEREOFthepartieshavehere to subscribed their respective hands the day
monthyearfirstherein above written.
SIGNEDANDDELIVEREDBYNAME
(BLOCKLETTER)
SIGNATUREOFPRINCIPALSCIENTIST&HEAD
DESIGNATION AND OFFICE SEAL
<u>ADDRESS</u>
SIGNEDAND
DELIVEREDBYTHE
"CONTRACTOR"
M/s
<u>ADDRESS</u>
NAME
NAME
(BLOCK LETTERS)
PRESENTADDRESS
SEAL

PERMANENT ADDRESS