



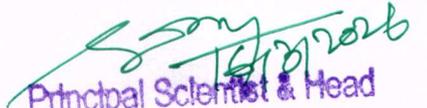
**ANGRAU**  
**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY**  
**AGRICULTURAL RESEARCH STATION, UTUKUR, KADAPA**

**Tender Notice No.08/Aril.Operations/Contract/2026, Dt.16.03.2026**

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 form to Agricultural Research Station, Utukur, Kadapa . Please visit <https://www.angrau.ac.in> for detailed tender notice, terms and conditions.

**Last Date : 01.04.2026 by 04.00 PM for receipt of Sealed tenders At ARS, Utukur.**

**Opening of tenders : 02.04.2026 at 10.00 AM at ARS, Utukur**

  
Principal Scientist & Head  
Agricultural Research Station  
Utukur, Kadapa-516 003.



Mobile: 9441871379  
Email: ars.utukur@angrau.ac.in

**ACHARYA N.G.RANGA AGRICULTURAL UNIVERSITY  
AGRICULTURAL RESEARCH STATION::UTUKUR, KADAPA**

**Tender documents for providing Agricultural Labour on work done on work contract  
basis price schedule.**

(Should be filled in on the printed letter head of the tender 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)

| S.No.  | Crop                               | Unit       | Man Days   | Amount (Rs.) |
|--|------------------------------------|------------|------------|--------------|
| <b>Paddy</b>   |                                    |            |            |              |
| 1  | Formation of raised nursery beds   | 1 day/head | Need based | 394          |
| 2  | Sowing of nursery                  | 1 day/head | Need based | 394          |
| 3  | Nursery pulling and bundling       | 1 acre     | 10         | 3940         |
| 4  | Transplanting                      | 1 acre     | 26         | 10244        |
| 5  | Cutting and pasting of bunds       | 1 acre     | 20         | 7880         |
| 6  | Weeding                            | 1 acre     | 23         | 9062         |
| 7  | Harvesting                         | 1 acre     | 24         | 9456         |
| 8  | Threshing                          | 1 acre     | 25         | 9850         |
| 9  | Winnowing and bagging              | 1 day/head | Need based | 394          |
| 10   | Direct seeding of paddy            | 1 acre     | 15         | 5910         |
| <b>Maize, jowar, bajra &amp; other millet crops</b>                              |                                    |            |            |              |
| 11   | Sowing                             | 1 acre     | 20         | 7880         |
| 12   | Thinning and weeding               | 1 acre     | 23         | 9062         |
| 13   | Harvesting of maize cobs           | 1 acre     | 13         | 5122         |
| 14   | Shelling of cobs                   | 1 acre     | 13         | 5122         |
| 15   | Harvesting of maize straw          | 1 acre     | 8          | 3152         |
| <b>Fodder crops</b>  |                                    |            |            |              |
| 16   | Planting of setts                  | 1 acre     | 8          | 3152         |
| 17   | Cutting of fodder                  | 1 acre     | 14         | 5516         |
| <b>Groundnut, redgram, greengram, blackgram, horsegram, other pulses, etc...</b> |                                    |            |            |              |
| 18   | Sowing                             | 1 acre     | 30         | 11820        |
| 19   | Weeding                            | 1 acre     | 28         | 11032        |
| 20   | Pulling of groundnut               | 1 acre     | 16         | 6304         |
| 21   | Stripping of groundnut             | 1 acre     | 19         | 7486         |
| 22   | Hand Shelling                      | 1 acre     | 9          | 3546         |
| 23   | Decorticating and cleaning of seed | 1 day/head | Need based | 394          |
| <b>Sesamum</b>   |                                    |            |            |              |
| 24   | Sowing                             | 1 acre     | 25         | 9850         |
| 25   | Weeding                            | 1 acre     | 20         | 7880         |
| 26   | Thinning                           | 1 acre     | 12         | 4728         |
| 27   | Harvesting                         | 1 acre     | 14         | 5516         |
| 28   | Threshing and cleaning             | 1 acre     | 13         | 5122         |
| <b>Sunflower, castor</b>   |                                    |            |            |              |
| 29   | Sowing                             | 1 acre     | 11         | 4334         |
| 30   | Weeding                            | 1 acre     | 15         | 5910         |

|    |  |            |            |                   |
|----|--|------------|------------|-------------------|
| 31 | Harvesting   | 1 acre     | 9          | 3546 <sup>2</sup> |
| 32 | Threshing  | 1 acre     | 16         | 6304              |
| 33 | Winnowing and bagging  | 1 day/head | Need based | 394               |
|    | <b>General operations</b>  |            |            |                   |
| 34 | Land preparation   | 1 day/head | Need based | 394               |
| 35 | Layout and bunds formation   | 1 day/head | Need based | 394               |
| 36 | Cultivator/rotovator operations  | 1 day/head | Need based | 394               |
| 37 | Stubble gathering  | 1 day/head | Need based | 394               |
| 38 | Cleaning of seed material  | 1 day/head | Need based | 394               |
| 39 | Gap filling  | 1 day/head | Need based | 394               |
| 40 | Top dressing of fertilizers/treatment imposition                         | 1 day/head | Need based | 394               |
| 41 | Irrigation   | 1 day/head | Need based | 394               |
| 42 | Spraying   | 1 day/head | Need based | 394               |
| 43 | Data recording   | 1 day/head | Need based | 394               |
| 44 | Lab assistance   | 1 day/head | Need based | 394               |
| 45 | Cattle attendant   | 1 day/head | Need based | 394               |
| 46 | Watch and ward   | 1 day/head | Need based | 394               |
| 47 | General cleaning   | 1 day/head | Need based | 394               |
| 48 | Iron labels painting & labelling   | 1 day/head | Need based | 394               |
| 49 | Strengthening/trimming of field bunds                                    | 1 day/head | Need based | 394               |
| 50 | Pruning of trees   | 1 day/head | Need based | 394               |
| 51 | Repairs to motors and pipelines  | 1 day/head | Need based | 394               |
| 52 | Stores assistance for bulking of produce                                 | 1 day/head | Need based | 394               |
| 53 | Brush cutter work  | 1 day/head | Need based | 394               |
| 54 | Emasculation/crossing work   | 1 day/head | Need based | 394               |
| 55 | Monkey/Birds scaring   | 1 day/head | Need based | 394               |
| 56 | Godowns cleaning   | 1 day/head | Need based | 394               |
| 57 | Seed processing  | 1 day/head | Need based | 394               |
| 58 | Hand grading of seed   | 1 day/head | Need based | 394               |
| 59 | Loading and unloading of paddy straw/<br>groundnut haulms/redgram stalks | 1 day/head | Need based | 394               |
| 60 | Vamu making  | 1 day/head | Need based | 394               |
| 61 | Weighing and stitching of produce bags                                   | 1 day/head | Need based | 394               |
| 62 | Making basins for trees  | 1 day/head | Need based | 394               |
| 63 | Roughing in experiments plots  | 1 day/head | Need based | 394               |
| 64 | Selection of breeding material   | 1 day/head | Need based | 394               |
| 65 | Transportation and spreading of FYM                                      | 1 day/head | Need based | 394               |
| 66 | Staking of seed production bags  | 1 day/head | Need based | 394               |
| 67 | Drenching  | 1 day/head | Need based | 394               |
| 68 | Seed Packing   | 1 day/head | Need based | 394               |
| 69 | Harvesting   | 1 day/head | Need based | 394               |
| 70 | Transportation of farm produce to godown                                 | 1 day/head | Need based | 394               |

**Note:**

1. Minimum wages 394 /person/day vide Proceedings No. 87/Lab/2023, Dated: 19.05.2023 of the Register, ANGRAU, Lam, Guntur
2. The rates to be quoted for bulk operation (Acres) should be in multiples of Rs. 394/- (Minimum Wage Rate)

**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 Principal Scientist & Head, Agricultural Research Station, Utukur, Kadapa 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, Agricultural Research Station, Utukur, Kadapa 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 Principal Scientist & Head, Agricultural Research Station, Utukur, Kadapa.

**Signature :**

**Name :**

**Designation :**

**Address :**

**Place :**

**Date :**



**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY  
AGRICULTURAL RESEARCH STATION: UTUKUR, KADAPA**

**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 Agricultural Research Station, Utukur, Kadapa**

An agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2026 between Agricultural Research Station, Utukur, Kadapa represented by the Principal Scientist and Head, Dr. G. Prabhakara Reddy, S/o. \_\_\_\_\_, 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 180 days from \_\_\_\_\_ to \_\_\_\_\_ Either party there 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 Principal Scientist and Head, ARS, Utukur 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 the Principal Scientist and Head, ARS, Utukur has 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 and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 and Head, ARS, Utukur and hold the Principal Scientist and Head, ARS, Utukur 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, Utukur/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, Utukur/University for any expenses or losses that may be sustained by the Principal Scientist and Head, ARS, Utukur / 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 Principal Scientist and Head, ARS, Utukur /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 Principal Scientist and Head, ARS, Utukur in the manner herein after appearing to the entire satisfaction of Principal Scientist and Head, ARS, Utukur 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, Principal Scientist and Head, ARS, Utukur 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 ARS, Utukur by the workmen or of a lockout or a closure whether parties or otherwise on the premises located at Utukur, Kadapa district or on happening of any event over which the Principal Scientist and Head, ARS, Utukur/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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 and Head, ARS, Utukur. The security deposit and EMD shall be retained with Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur.
- b. Any of the material implements/machines/ equipments given by the Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur.

#### **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 Principal Scientist and Head, ARS, Utukur. 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 of the persons engaged under this agreement and the Contractor shall further keep the Principal Scientist and Head, ARS, Utukur indemnified from any claim , demand or action as my be brought against the Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur and provide adequate replacement (s).
- h. The Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur before entrusting any responsibilities under this agreement as per the standards of fitness prescribed by the Principal Scientist and Head, ARS, Utukur. 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.
- j. The staff / workers of the Contractor shall be liable to be searched by the Principal Scientist and Head, ARS, Utukur 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'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 Principal Scientist and Head, ARS, Utukur. The contractor shall comply with the said directions and instructions.
- c. The Principal Scientist and Head, ARS, Utukur 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 ARS, Utukur / outside ARS, Utukur premises or during a journey. In case, if the Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur such damages compensation for any other liability upon demand by the Principal Scientist and Head, ARS, Utukur .
- d. A contractor expressly undertakes to hold Principal Scientist and Head, ARS, Utukur free and harmless and indemnify the ARS, Utukur and keep the ARS, Utukur 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 ARS, Utukur, the ARS, Utukur 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, Utukur the cost of any items of property belonging to the ARS, Utukur 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 ARS, Utukur after their official working hours, unless and otherwise specifically permitted in each case by the ARS, Utukur, 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 what so ever against the Principal Scientist and Head, ARS, Utukur.

#### **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 ARS, Utukur 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 ARS, Utukur 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 Principal Scientist & Head, ARS, Utukur 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 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 his license number under contract labour (R&A) Act, registration proof with central excise department for GST etc., and his code numbers fo ESI, EPF to the Principal Scientist and Head, ARS, Utukur.

#### **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 ARS, Utukur and nothing therein will give any right to the contractor of his staff/workers nor can they claim any benefits from the ARS, Utukur which any permanent/temporary employee of the ARS, is entitled to do.

#### **14. TERMS OF PAYMENT**

- a) The Contractor shall submit his bill every month to the office of ARS, Utukur 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

ARS, Utukur 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 superseded 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 180 days from \_\_\_\_\_ to \_\_\_\_\_ unless renewed further on mutual agreement. On expiry of the said agreement, the Contractor shall vacate the premises of the ARS, Utukur 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 ARS, Utukur. The contractor shall also remove all his belonging, staff/workers and any other items from the ARS, Utukur 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, Utukur to forfeit the caution deposit of the contractor without prejudice to other remedies available to the ARS, Utukur 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 ARS, Utukur 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 ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur / 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 ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur/ 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 PRINCIPAL SCIENTIST AND HEAD

DESIGNATION AND OFFICE SEAL

ADDRESS

SIGNED AND DELIVERED

BY THE "CONTRACTOR"

M/s.....

ADDRESS

NAME

(BLOCK LETTERS)

PRESENT ADDRESS

SEAL

PERMANENT ADDRESS





Mobile: 9441871379  
Email: ars.utukur@angrau.ac.in

**ACHARYA N.G.RANGA AGRICULTURAL UNIVERSITY  
AGRICULTURAL RESEARCH STATION::UTUKUR, KADAPA**

**Tender documents for providing Agricultural Labour on work done on work contract  
basis price schedule.**

(Should be filled in on the printed letter head of the tender 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)

| S.No.  | Crop                               | Unit       | Man Days   | Amount (Rs.) |
|--|------------------------------------|------------|------------|--------------|
| <b>Paddy</b>   |                                    |            |            |              |
| 1  | Formation of raised nursery beds   | 1 day/head | Need based | 394          |
| 2  | Sowing of nursery                  | 1 day/head | Need based | 394          |
| 3  | Nursery pulling and bundling       | 1 acre     | 10         | 3940         |
| 4  | Transplanting                      | 1 acre     | 26         | 10244        |
| 5  | Cutting and pasting of bunds       | 1 acre     | 20         | 7880         |
| 6  | Weeding                            | 1 acre     | 23         | 9062         |
| 7  | Harvesting                         | 1 acre     | 24         | 9456         |
| 8  | Threshing                          | 1 acre     | 25         | 9850         |
| 9  | Winnowing and bagging              | 1 day/head | Need based | 394          |
| 10   | Direct seeding of paddy            | 1 acre     | 15         | 5910         |
| <b>Maize, jowar, bajra &amp; other millet crops</b>                              |                                    |            |            |              |
| 11   | Sowing                             | 1 acre     | 20         | 7880         |
| 12   | Thinning and weeding               | 1 acre     | 23         | 9062         |
| 13   | Harvesting of maize cobs           | 1 acre     | 13         | 5122         |
| 14   | Shelling of cobs                   | 1 acre     | 13         | 5122         |
| 15   | Harvesting of maize straw          | 1 acre     | 8          | 3152         |
| <b>Fodder crops</b>  |                                    |            |            |              |
| 16   | Planting of setts                  | 1 acre     | 8          | 3152         |
| 17   | Cutting of fodder                  | 1 acre     | 14         | 5516         |
| <b>Groundnut, redgram, greengram, blackgram, horsegram, other pulses, etc...</b> |                                    |            |            |              |
| 18   | Sowing                             | 1 acre     | 30         | 11820        |
| 19   | Weeding                            | 1 acre     | 28         | 11032        |
| 20   | Pulling of groundnut               | 1 acre     | 16         | 6304         |
| 21   | Stripping of groundnut             | 1 acre     | 19         | 7486         |
| 22   | Hand Shelling                      | 1 acre     | 9          | 3546         |
| 23   | Decorticating and cleaning of seed | 1 day/head | Need based | 394          |
| <b>Sesamum</b>   |                                    |            |            |              |
| 24   | Sowing                             | 1 acre     | 25         | 9850         |
| 25   | Weeding                            | 1 acre     | 20         | 7880         |
| 26   | Thinning                           | 1 acre     | 12         | 4728         |
| 27   | Harvesting                         | 1 acre     | 14         | 5516         |
| 28   | Threshing and cleaning             | 1 acre     | 13         | 5122         |
| <b>Sunflower, castor</b>   |                                    |            |            |              |
| 29   | Sowing                             | 1 acre     | 11         | 4334         |
| 30   | Weeding                            | 1 acre     | 15         | 5910         |

|    |  |            |            |                   |
|----|--|------------|------------|-------------------|
| 31 | Harvesting   | 1 acre     | 9          | 3546 <sup>2</sup> |
| 32 | Threshing  | 1 acre     | 16         | 6304              |
| 33 | Winnowing and bagging  | 1 day/head | Need based | 394               |
|    | <b>General operations</b>  |            |            |                   |
| 34 | Land preparation   | 1 day/head | Need based | 394               |
| 35 | Layout and bunds formation   | 1 day/head | Need based | 394               |
| 36 | Cultivator/rotovator operations  | 1 day/head | Need based | 394               |
| 37 | Stubble gathering  | 1 day/head | Need based | 394               |
| 38 | Cleaning of seed material  | 1 day/head | Need based | 394               |
| 39 | Gap filling  | 1 day/head | Need based | 394               |
| 40 | Top dressing of fertilizers/treatment imposition                         | 1 day/head | Need based | 394               |
| 41 | Irrigation   | 1 day/head | Need based | 394               |
| 42 | Spraying   | 1 day/head | Need based | 394               |
| 43 | Data recording   | 1 day/head | Need based | 394               |
| 44 | Lab assistance   | 1 day/head | Need based | 394               |
| 45 | Cattle attendant   | 1 day/head | Need based | 394               |
| 46 | Watch and ward   | 1 day/head | Need based | 394               |
| 47 | General cleaning   | 1 day/head | Need based | 394               |
| 48 | Iron labels painting & labelling   | 1 day/head | Need based | 394               |
| 49 | Strengthening/trimming of field bunds                                    | 1 day/head | Need based | 394               |
| 50 | Pruning of trees   | 1 day/head | Need based | 394               |
| 51 | Repairs to motors and pipelines  | 1 day/head | Need based | 394               |
| 52 | Stores assistance for bulking of produce                                 | 1 day/head | Need based | 394               |
| 53 | Brush cutter work  | 1 day/head | Need based | 394               |
| 54 | Emasculation/crossing work   | 1 day/head | Need based | 394               |
| 55 | Monkey/Birds scaring   | 1 day/head | Need based | 394               |
| 56 | Godowns cleaning   | 1 day/head | Need based | 394               |
| 57 | Seed processing  | 1 day/head | Need based | 394               |
| 58 | Hand grading of seed   | 1 day/head | Need based | 394               |
| 59 | Loading and unloading of paddy straw/<br>groundnut haulms/redgram stalks | 1 day/head | Need based | 394               |
| 60 | Vamu making  | 1 day/head | Need based | 394               |
| 61 | Weighing and stitching of produce bags                                   | 1 day/head | Need based | 394               |
| 62 | Making basins for trees  | 1 day/head | Need based | 394               |
| 63 | Roughing in experiments plots  | 1 day/head | Need based | 394               |
| 64 | Selection of breeding material   | 1 day/head | Need based | 394               |
| 65 | Transportation and spreading of FYM                                      | 1 day/head | Need based | 394               |
| 66 | Staking of seed production bags  | 1 day/head | Need based | 394               |
| 67 | Drenching  | 1 day/head | Need based | 394               |
| 68 | Seed Packing   | 1 day/head | Need based | 394               |
| 69 | Harvesting   | 1 day/head | Need based | 394               |
| 70 | Transportation of farm produce to godown                                 | 1 day/head | Need based | 394               |

**Note:**

1. Minimum wages 394 /person/day vide Proceedings No. 87/Lab/2023, Dated: 19.05.2023 of the Register, ANGRAU, Lam, Guntur
2. The rates to be quoted for bulk operation (Acres) should be in multiples of Rs. 394/- (Minimum Wage Rate)

**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 Principal Scientist & Head, Agricultural Research Station, Utukur, Kadapa 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, Agricultural Research Station, Utukur, Kadapa 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 Principal Scientist & Head, Agricultural Research Station, Utukur, Kadapa.

**Signature :**

**Name :**

**Designation :**

**Address :**

**Place :**

**Date :**



**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY  
AGRICULTURAL RESEARCH STATION: UTUKUR, KADAPA**

**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 Agricultural Research Station, Utukur, Kadapa**

An agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2026 between Agricultural Research Station, Utukur, Kadapa represented by the Principal Scientist and Head, Dr. G. Prabhakara Reddy, S/o. \_\_\_\_\_, 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 180 days from \_\_\_\_\_ to \_\_\_\_\_ Either party there 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 Principal Scientist and Head, ARS, Utukur 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 the Principal Scientist and Head, ARS, Utukur has 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 and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 and Head, ARS, Utukur and hold the Principal Scientist and Head, ARS, Utukur 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, Utukur/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, Utukur/University for any expenses or losses that may be sustained by the Principal Scientist and Head, ARS, Utukur / 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 Principal Scientist and Head, ARS, Utukur /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 Principal Scientist and Head, ARS, Utukur in the manner herein after appearing to the entire satisfaction of Principal Scientist and Head, ARS, Utukur 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, Principal Scientist and Head, ARS, Utukur 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 ARS, Utukur by the workmen or of a lockout or a closure whether parties or otherwise on the premises located at Utukur, Kadapa district or on happening of any event over which the Principal Scientist and Head, ARS, Utukur/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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 and Head, ARS, Utukur. The security deposit and EMD shall be retained with Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur.
- b. Any of the material implements/machines/ equipments given by the Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur.

#### **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 Principal Scientist and Head, ARS, Utukur. 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 of the persons engaged under this agreement and the Contractor shall further keep the Principal Scientist and Head, ARS, Utukur indemnified from any claim , demand or action as my be brought against the Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur and provide adequate replacement (s).
- h. The Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur before entrusting any responsibilities under this agreement as per the standards of fitness prescribed by the Principal Scientist and Head, ARS, Utukur. 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.
- j. The staff / workers of the Contractor shall be liable to be searched by the Principal Scientist and Head, ARS, Utukur 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'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 Principal Scientist and Head, ARS, Utukur. The contractor shall comply with the said directions and instructions.
- c. The Principal Scientist and Head, ARS, Utukur 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 ARS, Utukur / outside ARS, Utukur premises or during a journey. In case, if the Principal Scientist and Head, ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur such damages compensation for any other liability upon demand by the Principal Scientist and Head, ARS, Utukur .
- d. A contractor expressly undertakes to hold Principal Scientist and Head, ARS, Utukur free and harmless and indemnify the ARS, Utukur and keep the ARS, Utukur 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 ARS, Utukur, the ARS, Utukur 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, Utukur the cost of any items of property belonging to the ARS, Utukur 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 ARS, Utukur after their official working hours, unless and otherwise specifically permitted in each case by the ARS, Utukur, 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 what so ever against the Principal Scientist and Head, ARS, Utukur.

#### **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 ARS, Utukur 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 ARS, Utukur 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 Principal Scientist & Head, ARS, Utukur 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 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 his license number under contract labour (R&A) Act, registration proof with central excise department for GST etc., and his code numbers fo ESI, EPF to the Principal Scientist and Head, ARS, Utukur.

#### **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 ARS, Utukur and nothing therein will give any right to the contractor of his staff/workers nor can they claim any benefits from the ARS, Utukur which any permanent/temporary employee of the ARS, is entitled to do.

#### **14. TERMS OF PAYMENT**

- a) The Contractor shall submit his bill every month to the office of ARS, Utukur 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

ARS, Utukur 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 superseded 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 180 days from \_\_\_\_\_ to \_\_\_\_\_ unless renewed further on mutual agreement. On expiry of the said agreement, the Contractor shall vacate the premises of the ARS, Utukur 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 ARS, Utukur. The contractor shall also remove all his belonging, staff/workers and any other items from the ARS, Utukur 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, Utukur to forfeit the caution deposit of the contractor without prejudice to other remedies available to the ARS, Utukur 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 ARS, Utukur 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 ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur / 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 ARS, Utukur 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 Principal Scientist and Head, ARS, Utukur/ 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 PRINCIPAL SCIENTIST AND HEAD

DESIGNATION AND OFFICE SEAL

ADDRESS

SIGNED AND DELIVERED

BY THE "CONTRACTOR"

M/s.....

ADDRESS

NAME

(BLOCK LETTERS)

PRESENT ADDRESS

SEAL

PERMANENT ADDRESS

