

**Dr. Y. S. R. HORTICULTURAL UNIVERSITY
VENKATARAMANNAGUDEM – 534 101**

TENDER DOCUMENT

FOR

**PROVIDING WORKERS ON WORKDONE ON
WORK CONTRACT BASIS**

AT

**KRISHI VIGYAN KENDRA
VENKATARAMANNAGUDEM**



**KRISHI VIGYAN KENDRA
Dr YSR HORTICULTURAL UNIVERSITY
VENKATARAMANNAGUDEM-534101
WEST GODAVARI DISTRICT, ANDHRA PRADESH**



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Dr.Y.S.R. HORTICULTURAL UNIVERSITY
KRISHI VIGYAN KENDRA: VENKATARAMANNAGUDEM

Tender notification for providing Agriculture Labour on work contract basis to the Horticulture and allied enterprises Operations available as per list enclosed in the Annexure to the KVK, Venkataramannagudem for a period of 360 days.

Sealed tenders are invited from reputed contractors having license from labour department and registered with GST department and having EPF and ESI No., and experience in similar field for providing Agriculture Labour on work contract basis by paying the wages to each worker as per Minimum wages Act as per the orders issued by the Govt. or University from time to time to the Horticulture and allied sector operations of KVK, Venkataramannagudem West Godavari District, A.P. Tender forms terms and conditions can be obtained from the office of the **Principal Scientist & Head, Dr.YSRHU, KVK, Venkataramannagudem** on all working days by paying Rs. 1000/- through D.D. in favour of "**Principal Scientist & Head, KVK,Venkataramannagudem**".

The sealed tenders along with security deposit for Rs. 1,00,000/- (one lakh only) duly superscribing on the cover "Tender for providing Agriculture Labour on work contract basis" on the cover should reach the undersigned on or before 29-12-2021 at 12-00 PM. Sealed tenders will be opened on the same day at 03.30 PM in the presence of the tenderers by the approved committee.

Principal Scientist (Agril Ext) & Head
Krishi Vigyan Kendra



Mobile: 7382633692
Email: kvk-vrg@drysru.edu.in

Dr.Y.S.R. HORTICULTURAL UNIVERSITY

Krishi Vigyan Kendra: Venkataramannagudem

Tender documents for providing agriculture labour on work done on work contract basis price

schedule

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

PRICE SCHEDULE

(The rate should be quoted by observing the minimum wages to be paid to each Agriculture labour and include employer contribution of EPF (13.00%), ESI(4.75%) & commission charges and Final rate in figures & words) Agriculture Worker **Rs 293/.**

S.No	Operations of the crop field	Unit area	Rate (Rs/ Unit area)
Nursery activity			
1	Preparation of raised seed bed		
2	Cashew nut,acidlime,guava & other crops sowing		
3	Application of water to seed beds and other planting materials		
4	Weeding in Cashew nut, acid lime, guava & other crops seedling in nursery		
5	Weeding in Polythene Covers		
6	Preparation of potting mixture by mixing soil with FYM and SSP along with filling polythene bags (9' x 11')		
7	Spraying in primary nursery beds		
8	Spraying in secondary nursery beds/polybags		
9	Application of fertilizers to polybags and seedbeds		
10	General cleaning of roads, bunds, channels, seething and thorny bushes removal		
11	Gardening, pruning and cleaning of hedge		
12	Seed extraction charges for vegetables and any other horticultural crops		
13	Loading and unloading of FYM,coco peat and red soil		
14	Pruning of sweet orange, acid lime, guava and other crops		
15	Spraying of pesticides and micronutrient with knapsack sprayer		
16	Inter cultivation in shade net		
17	Loading and unloading of horticulture related planting material		

18	Miscellaneous farm works with man/woman		
Vegetable demonstration activities			
1	Preparation of raised beds		
2	Ploughing and levelling the fields with tractor		
3	Sowing and transplantation of vegetables		
4	Spreading of Drip pipe lines		
5	Rolling of Drip pipe lines		
6	Laying of mulch sheet		
7	General cleaning of bunds, weeding and irrigation to vegetable crops		
8	Application of fertilizers		
9	Spraying of pesticides and micronutrient with knapsack sprayer		
10	Drip checking		
11	Harvesting of chill, brinjal, okra, tomato and other vegetables		
12	Harvested produce sent to sale counter		
13	Miscellaneous farm works with man/woman		
Fruit block works			
1	Ploughing and levelling the fields with tractor		
2	Planting of fruit crops		
3	Pruning to guava, custard apple and other fruit crops		
4	Basins preparation to guava, custard apple, acid lime and cashewnut & other fruit crops		
5	Irrigation to guava, custard apple, acid lime and cashew nut & other fruit crops		
6	Spreading of Drip pipe lines		
7	Rolling of Drip pipe lines		
8	Inter cultivation in guava, custard apple, acid lime and cashew nut & other fruit crops		
9	Application of fertilizers		
10	Spraying of pesticides and micronutrient with knapsack sprayer		
11	Drip checking		
12	Harvesting of guava, acid lime, custard apple and other fruits		
13	Harvested produce sent to sale counter		
14	Miscellaneous farm works with man/woman		
IFS unit			
1	Ploughing and levelling the fields with tractor		
2	Preparation of ridges and furrows with tractor		
3	Planting of vegetables		
4	Sowing of leafy vegetables and vegetables		
5	Preparation of beds		
6	Supply feed to poultry birds, ducks, sheep and goat, fisheries		
7	Watering to leafy vegetables, vegetables, marigold, banana, coconut and other crops		

8	Weeding in leafy vegetables, vegetables, marigold ,banana, coconut and other crops		
9	Basins preparation in ,banana, coconut and other crops		
10	General cleaning of fish bunds and removal of weeds in fish pond		
11	Harvesting of vegetables produce		
12	Harvesting of fish produce		
13	Ducks leave into the pond		
14	Ducks placed in their room		
15	Clearing the units of poultry birds, ducks, sheep and goat,		
16	Miscellaneous farm works with man/woman		
B block works			
1	Irrigation to coconut, sapota & other fruit crops		
2	Application of manures and fertilizers		
3	Basins preparation in coconut and other horticultural crops		
4	Removal of dried leaves and other unwanted materials		
5	Planting of nutmeg, pine apple and other planting material		
6	Regularly on and off the solar motor		
7	Checking of solar motor and connect the pipes		
8	Miscellaneous farm works with man/woman		
Animal husbandry			
1	Ploughing and leveling the fields with tractor		
	Regular cleaning of Cows, grazing and supplementations		
2	Preparation of ridges and furrows with tractor		
3	Sowing of fodder crops		
4	Application of fertilizers to fodder crop		
5	Irrigation to fodder crops		
6	Earthing up to fodder crops		
7	Supply feed to cows ,sheep, goat and poultry birds		
8	Collection of milk from cows		
9	Milk send to milk collection centre, venkataramannagudem		
10	Cleaning the cows ,sheep, goat and poultry birds units		
11	shifting of cow dung to vermin compost pits		
12	Harvesting of vermicompost		
13	Watering to vermicompost beds		
14	Cleaning the units of vermicompost and Azolla		
15	Regularly Change the water in azolla ponds		
16	General cleaning & Clean the surroundings of fish hatchery unit, Animal husbandry units		
17	Miscellaneous farm works with man/woman		

Office Works			
1	Administrative office building cleaning and mopping once in 15 days		
2	Farmers Hostel cleaning and mopping per day based on occupancy		
3	Cleaning of meeting halls pre and post completion of the programme		

Note: The commission charge scheduled 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 Agriculture Labour as per minimum wages Act rule existing from time to time including EPF, ESI, I.T., commission other administrative changes 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 :

Place :

Date :

D.D.No., date and amount and

The name of the bank toward security deposit

Signature :
Name :
Designation :
Address :

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. I/We undertake to pay the labor wages, EPF, and ESI Charges within the stipulated time (10 days after bill raised) where the bill is generated by the office hereunder refereed as KVK, Venkataramannagudem for the entire period of contract
2. 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.
3. 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.
4. I/We are ready to execute the contract with effect from the date stipulated by the Principal Scientist & Head, KVK, Venkataramannagudem and sign the contract agreement on Non-Judicial stamp paper of specified value.
5. I/We undertake to furnish the Security Deposit of Sum Equivalent to 10% of probable contractual amount for 360 days which is to be retained by the Principal Scientist & Head, KVK, Venkataramannagudem for the entire period of contract which shall be refunded only after the satisfactory expiry of the services provided by us within three months. The security Deposit will not carry any interest.
6. I/We will abide by all the terms and conditions laid down by the Principal Scientist & Head, KVK, Venkataramannagudem

Signature :
Name :
Designation :
Address :

Place :

Date :



Dr.Y.S.R. HORTICULTURAL UNIVERSITY
KRISHI VIGYAN KENDRA: VENKATARAMANNAGUDEM

Tender for providing contract labour for executing the works on work done on work contract basis for the Horticulture operations by the-contractor.

Terms and Conditions of Agreement Between Contractor And krishi vigyan kendra, venkataramannagudem

An agreement made at _____ on this _____ day of 2021 between krishi vigyan kendra, venkataramannagudem represented by The Principal Scientist and Head, Dr. E.Karuna sree, D/o Sri Anjaneyulu.E. Aged 47 years (herein after called University) which expression shall unless excluded by or repugnant to the subject or context include KVK(s) / Scheme(s) or any other Establishment of Office under its control 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 Agriculture 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 field 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 One year from to _____. Either party thereto shall be entitled to terminate this agreement by giving to the other, notice of 30 days in writing, on the expiry of the said period, this agreement shall come to an end. However, the Principal Scientist () & Head, KVK, Venkataramannagudem 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 Principal Scientist & Head, KVK, Venkataramannagudem has give 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, KVK, Venkataramannagudem 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 here in contained.
 - iii. Upon the contractor committing any act of insolvency making an application to be adjudicated insolvent or being adjudicated insolvent or 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 _____ or property of the Contractor or upon the Principal Scientist & Head, KVK, Venkataramannagudem 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, KVK, Venkataramannagudem and hold the Principal Scientist & Head, KVK, Venkataramannagudem free and harmless from and against any and all claims, demands charges and expenses, if any including but without prejudice to the generality of the foregoing, legal costs between attorney and client or on account whatsoever arising out of and as a result of any such.
 - iv. If, the Contractor seals his office or transfers his right to other person or does any act whereby he ceases to be a Contractor.
 - v. If the employees, workmen of the Contractor are required to be treated as employees of KVK, Venkataramannagudem /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 KVK, Venkataramannagudem /University for any expenses or losses that may be sustained by the Principal Scientist & Head, KVK, Venkataramannagudem / the University as a of any such eventuality taking place.

- vi. Further, it is expressly made clear that it is not obligatory on the part of Principal Scientist & Head, KVK, Venkataramannagudem /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 & Head, KVK, Venkataramannagudem in the manner herein after appearing to the entire satisfaction of the Principal Scientist & Head, KVK, Venkataramannagudem 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, KVK, Venkataramannagudem I 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 KVK, Venkataramannagudem by the workmen or of a lockout or a closure whether parties or otherwise on the premises located at Venkataramannagudem village tadepalligudem Mandal, west Godavari district or on happening of any event over which the Principal Scientist & Head, KVK, Venkataramannagudem /shall not be liable to pay to the contractor any charges or any or all other charges if any, during such period, b.
- 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, KVK, Venkataramannagudem 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 of 10% probable annual contractual amount estimated by the Principal Scientist & Head, KVK, Venkataramannagudem subjected to a minimum of Rs.1,00,000/- (Rupees One lakh as Security deposit and also EMD @ 10% of contractual amount to a minimum of Rs.1,00,000/- (Rupees one lakh only) will also be retained by the Principal Scientist & Head, KVK, Venkataramannagudem. The security deposit and EMD shall be retained with Principal Scientist & Head, KVK, Venkataramannagudem 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 an 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 & Head, KVK, Venkataramannagudem
- b. Any of the material implements/machines/equipments given by the Principal Scientist & Head, KVK, Venkataramannagudem 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 equipment's supplied to him from time to time indicating receipts, consumption and justification for fresh indents,
- d. The Principal Scientist & Head, KVK, Venkataramannagudem 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 mat of the Principal Scientist & Head, KVK, Venkataramannagudem

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 & Head, KVK, Venkataramannagudem. 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 & Head, KVK, Venkataramannagudem indemnified from any claim demand or action as my be brought against the Principal Scientist & Head, KVK, Venkataramannagudem 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 Principal Scientist & Head, KVK, Venkataramannagudem , 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 & Head, KVK, Venkataramannagudem 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 & Head, KVK, Venkataramannagudem and provide adequate replacement (s).
- h. The Principal Scientist & Head, KVK, Venkataramannagudem, shall have privities 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 & Head, KVK, Venkataramannagudem before entrusting any res; possibilities under this agreement as per the standards of fitness prescribed by the Principal Scientist & Head, KVK, Venkataramannagudem In the event of any of the staff/workers

engaged by the Contractor being declared medically unfit the Contractor shall ensure that he/she is removed forth with from the complement of .the staff/ workers engaged by the Contractor by making suitable replacement for fulfillment of this agreement by making suitable replacement (s).

- j. The staff / workers of the Contractor shall be liable to be searched by the Principal Scientist & Head, KVK, Venkataramannagudem authorized for this purpose and shall strictly observe the rules and regulations discipline/ code of conduct of the University and other general rules applicable.
- k. The Contractor shall provide uniforms and safety equipment to his workers and see that the workers wear the uniform and use the safety equipment without fail. For any consequences arising out the failure on the Contractor/ workers to comply, the Contractor alone is responsible.
- l. The Contractor shall ensure that all the staff/workers employed by him are not influence by any type of intoxicants while on duty.

8. CONTRACTOR'S OBLIGATIONS;

- a. The Contractor shall execute and efficiently handle works entrusted to him. The contractor shall be responsible for any or all such acts or omissions commissions of his workmen,
- b. The Contractor shall carry out his obligations under this agreement diligently and to the satisfaction of the Principal Scientist & Head, KVK, Venkataramannagudem. The contractor shall comply with the said directions and instructions,
- c. The Principal Scientist & Head, KVK, Venkataramannagudem 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 KVK, Venkataramannagudem / outside KVK, Venkataramannagudem remises or during a journey. In case, if the the Principal Scientist & Head, KVK, Venkataramannagudem 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 & Head, KVK, Venkataramannagudem such damages compensation for any other liability upon demand by the Principal Scientist & Head, KVK, Venkataramannagudem
- d. A contractor expressly undertakes to hold the Principal Scientist & Head, KVK, Venkataramannagudem
- e. Principal Scientist & Head, KVK, Venkataramannagudem free and harmless and indemnify the KVK, Venkataramannagudem and keep the KVK, Venkataramannagudem 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 fulfil 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 KVK, Venkataramannagudem will be entitled to deduct such amounts as a consequence of such claims, demand, costs, charge and expenses from services charges, or any other dues payable to the Contractor.
- f. The contractor shall be liable to the KVK, Venkataramannagudem the cost of any items of property belonging to the KVK, Venkataramannagudem broken/ damages / stolen by his staff workmen or others.
 - g. He should 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.
 - h. The contractor shall ensure that none of his staff/workers remain in the premises of the KVK, Venkataramannagudem after their official working hours, unless and otherwise specifically permitted in each case by the KVK, in writing.
 - h. The contractor should intimate the office hereunder KVK, Venkataramannagudem any changes in the employer contribution of EPF, ESI along with the supporting documents.

9. PAYMENT TO STAFF/WORKERS

The contractor shall be liable and be responsible to pay the staff/workers wages, EPF, and ESI Charges within the stipulated time (10 days after bill raised) where the bill is generated by the office hereunder referred as KVK, Venkataramannagudem for the entire period of contract. The contractor shall pay wages engaged by him in accordance with the law(s) statute(s) in force and all benefits under various labour legislation and the workmen will not have any claim whatsoever against the Principal Scientist & Head, KVK, Venkataramannagudem .

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 which is / or applicable to or in any way connected with the execution or performance under the agreement, failing which the KVK, Venkataramannagudem 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 KVK, Venkataramannagudem 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, KVK, Venkataramannagudem 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 eservices 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 company with the regulations of any other Acts law, or or municipal, or local or otherwise for the time being in force and which applies for the services rendered there under, statutes that are applicable to him for his staff/workers. He shall submit his license number under contract labour (R&A) Act, registration proof with central excise department for GST etc., and his code numbers for ESI, EPF to the Principal Scientist & Head, KVK, Venkataramannagudem

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

14. TERMS OF PAYMENT

- a. The Contractor shall submit his bill every month to the office Principal Scientist & Head, KVK, Venkataramannagudem 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 2% 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 require production of proof for remittance of EPF, ESI (as the case may be) and GST 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, KVK, Venkataramannagudem 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 KVK, Venkataramannagudem 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 KVK, Venkataramannagudem. The contractor shall also remove all his belonging, staff/workers and any other items from the KVK, Venkataramannagudem 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 KVK, Venkataramannagudem to forfeit the caution deposit of the contractor without prejudice to other remedies available to the KVK, Venkataramannagudem 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 KVK, Venkataramannagudem 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 KVK, Venkataramannagudem 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 & Head, KVK, Venkataramannagudem / 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, KVK, Venkataramannagudem 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 & Head, KVK, Venkataramannagudem / 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 Mm 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.