**Dr. Y. S. R. HORTICUL`TURAL UNIVERSITY**

**Dr. YSRHU - COLLEGE OF HORTICULTURE**

**PULIVENDULA – 516 391**

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF LABOUR ON WORK CONTRACT BASIS**

 **TO TAKE UP**

**HORTICULTURE FIELD OPERATIONS**

**AT**

**DR. YSRHU - COLLEGE OF HORTICULTURE**

**APCARL CAMPUS, PULIVENDULA – 516 391.**

**YSR KADAPA DIST., A.P.**

**DR. YSRHU - COLLEGE OF HORTICULTURE**

**APCARL CAMPUS, PULIVENDULA – 516 391.**

|  |  |  |
| --- | --- | --- |
|  | **APHU New Logo** | Mobile:9704129080Email: coh-pulivendula@drysrhu.edu.in |

TENDER NOTICE

Dr. Y.S.R. Horticultural University

Dr. YSRHU - College of Horticulture Pulivendula

516 391, YSR (Dist) Andhra Pradesh

Mobile: +91 9704129080 email: coh-pulivendula@drysrhu.edu.in

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Sealed tenders are invited from reputed contractors for engagement of field labour on work contract basis for carrying out **Horticulture Operations and other related works** at the **College of Horticulture (COH), Pulivendula, YSR District, Andhra Pradesh**, as detailed in **Annexure-I**.

Eligible contractors should possess:

* Valid license from the Labour Department
* GST registration
* EPF and ESI registration numbers
* Prior experience in providing agricultural labour on work contract basis

The contractor shall pay wages to each worker strictly as per the **Minimum Wages Act** and in accordance with the orders issued by the Government/University from time to time.

The sealed tenders with a processing fee of **Rs. 1,000/- (Rupees one thousand only)** in the form of Demand Draft in favour of **Associate Dean, COH, Pulivendula**, along with a security deposit of **Rs. 50,000/- (Rupees Fifty thousand only)** in the form of Demand Draft / Banker’s Cheque, duly superscribing on the cover as **“Tender for supply of contract labour to take up Horticulture Field Operations and other related works on work contract basis”**, should reach the undersigned on or before on or before **06-10-2025 by 4:00 PM.**

**“The tender document shall be duly signed by the contractor with their office seal affixed.”**

The sealed tenders will be opened on **08-10-2025 at 11:30 AM** in the presence of the Tender Committee and the participating contractors, if present.

Tender notification for to engage field labour contractor for providing agriculture labour on work contract basis to the Horticulture Operations and other related works available as per list enclosed in the Annexure-I to the COH, Pulivendula.

 -sd-

 Associate Dean

 College of Horticulture

 Pulivendula

**Income Tax @2% will be deducted as per the applicable norms against wages bills.**

**EPF &ESI deductions should be mentioned clearly (as per the Govt. norms) and other**

**Service charges should be mentioned separately while quoting the rates.**

**I/we agree to execute the contract in accordance with the provisions of the tender**

**document.**

**PLACE : Signature:**

**DATE: Name:**

**D.D.No. Dt. & Amount Designation:**

**and the Name of the Bank with Address:**

 **towards the security deposit**

**PLACE: Signature:**

**DATE: Name:**

 **Designation:**

 **Address:**

**Date of Uploading in University web site : 16-09-2025**

**Down loading the tender document : 17-09-2025**

**Closing date for receipt of tender : 06-10-2025**

**Opening of the tenders : 08-10-2025**

**Address for correspondence (to sent the tender documents) :**

**Office of the Associate Dean,**

**Dr. YSRHU - College of Horticulture,**

**APCARL Campus**

**Pulivendula – 516 391.**

**YSR (Dist.), A.P.**

**Cont no. 9493870578 / 7842666538**

**ANNEXURE -1**

|  |  |  |
| --- | --- | --- |
| **S. No** | **Horticultural Operations** | **Quantity / Units** |
|  | Engaging JCB/Dozer for horticultural farm operations i.e., land levelling, field layout, bund formation, road formation, digging of trench for drip laying (main and sub-lines), filling of trenches, making of irrigation/drainage channels etc.  | Per hour |
|  | Removal of stubbles and pebbles during land preparation  | Per Acre |
|  | Digging & Loading of Red soil for potting mixture | Per Tractor Load |
|  | Preparation of raised seed bed for sowing / planting horticultural crops | 1sq.mt |
|  | Mixing and spreading of manures and fertilizers in raised seed beds  | 1sq.mt |
|  | Basin cleaning, gathering and disposing of weeds around trees  | Per tree |
|  | Irrigation to seed / seedling beds of student blocks and instructional farm | Per Acre |
|  | Weeding in student blocks / nursery beds etc. | Per sq.mt |
|  | Preparation of potting mixture by mixing soil with FYM and SSP along with filling polythene bags (6’ x 8’)  | 1000 no. |
|  | Spraying in student blocks and instructional farm etc. | Per Acre |
|  | Watch and ward (8 hours) | 8 hours |
|  | Application of fertilizers in student blocks and instructional farm | 100 sq.mt |
|  | Spraying of insecticides, fungicides, micro nutrients to nursery bed/poly bag planted plants and herbicides in open field with knapsack sprayer | 50 sq.mt |
|  | General cleaning of roads, bunds, channels, thorny bushes, scything and removal of tall grown weeds | Per day |
|  | Fixing of Barbed wire/Diamond mesh for fencing  | Running meter |
|  | Loading and unloading of FYM  | Per tractor load |
|  | Broadcasting of Green manure seeds | Per Acre |
|  | Inter cultivation with power tiller | Per Acre |
|  | Assistance for Tractor driver  | Per day |
|  | Digging of the trench and filling the trench and jungle clearance etc. with JCB and dozer  | Per hour |
|  | Supply of Hitachi Jungle clearance on rental basis | Per hour |
|  | Supply of Dozer for land clearing and levelling etc. on rental basis  | Per hour |
|  | Land preparation – ploughing and levelling with tractor | Per hour |
|  | Application, spreading of FYM to the student blocks and instructional farm | Per Acre |
|  | Cleaning, sweeping in the campus building and premises  | Per day |
|  | Ornamental plant cuttings preparation and planting in poly bags for multiplication  | 1000 no. |
|  | Sowing of seeds / transplanting of seedlings  | Per m2 |
|  | Digging of pits (3 x 3 x 3 feet) for plantation of fruit crops | Per pit. |
|  | Filling of pits, planting of fruit plants and providing staking | Per pit |
|  | Hiring of tractor for ploughing, tillering and harrowing with tractor  | Per hour |
|  | Planting of ornamental plants around new office building and along internal farm roads. | Running meter |
|  | Lifting and fixing of submersible motor | One number |
|  | Gardening, pruning and cleaning of hedge | Sq mt |
|  | Spreading and rolling and checking of drip laterals  | Per day |
|  | Operating brush cutter / power tiller plough and to clean up unwanted weeds | Per day |
|  | Application of Bordeaux paste to fruit crops (Per tree)  | Per tree |
|  | Drenching with Bordeaux solution / fungicides to Horticultural crops | Per sq. mt |
|  | Gap filling in Onion, Garlic, Chilli, Cluster bean, Tomato, Brinjal, Peas, Bhendi, Water Melon and Turmeric etc. | Per acre |
|  | Manual weeding of Onion, Garlic, Chilli, Cluster bean, Tomato, Brinjal, Peas, Cucumber, Bhendi, Coriander, Red Gram, Banana, Water Melon and Turmeric, flower crops etc., in bulk crops | Per acre |
|  | Harvesting of Vegetable crops | Per Acre |
|  | Preparation of bunds and irrigation channels | Per Acre |
|  | Miscellaneous Horticultural works  | Per day |

**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 COH, Pulivendula 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 Associate Dean, COH, Pulivendula 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 180 days which is to be retained by the Associate Dean, COH, Pulivendula 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 Associate Dean, COH, Pulivendula.

Signature :

Name :

Designation :

Address :

Place :

Date :

**Dr.Y.S.R. HORTICULTURAL UNIVERSITY**

**COLLEGE OF HORTICULTURE: PULIVENDULA**

**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 College of Horticulture, Pulivendula.**

An agreement made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_ day of 2025 between College of Horticulture, Pulivendula represented by The Associate Dean, College of Horticulture (herein after called University) which expression shall unless excluded by or repugnant to the subject or context include College (S)/ Research (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 Research and other related activities is desirous of engaging contractor to supply of contract labour for field operations / other related works 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 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 Associate Dean, COH, Pulivendula 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.

1. Notwithstanding anything contained in this agreement the University shall be entitled to terminate this agreement without compensation upon the happening of all or any of the following events provided Associate Dean, COH, Pulivendula has give Seven days notice to rectify the breach and the Contractor has failed to do so.
2. If, in the opinion of the Associate Dean, COH, Pulivendula which shall be final and binding, the contractor has failed and/or neglected to carry out any of his obligations under this agreement,
3. If contractor commits a breach of any of the terms and conditions here in contained.
4. 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 Associate Dean, COH, Pulivendula being required not to hire the contractor's services etc., in the manner provided for in this agreement pursuant to any statute or order or rule regulation enacted in that behalf of or pursuant to any award, judgment, or decision of court of competent discretion, agree not to terminate this agreement in the case of an award, judgment or decision of a court if the Contractor lawfully challenges this said award, judgment or decision of the court and simultaneously agrees to indemnify the Associate Dean, COH, Pulivendula and hold the Associate Dean, COH, Pulivendula 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.
5. If, the Contractor seals his office or transfers his right to other person or does any act whereby he ceases to be a Contractor.
6. If the employees, workmen of the Contractor are required to be treated as employees of COH, Pulivendula /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 COH, Pulivendula /University for any expenses or losses that may be sustained by the Associate Dean, COH, Pulivendula / the University as a of any such eventuality taking place.
7. Further, it is expressly made clear that it is not obligatory on the part of Associate Dean, COH, Pulivendula /University to give constant or continuous work to the contractor.

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

The contractor agree in particular to execute, fulfil and discharge the works listed in the tender Schedule as per the specifications as laid down by the Associate Dean, COH, Pulivendula in the manner herein after appearing to the entire satisfaction of the Associate Dean, COH, Pulivendula and any of the works that may be entrusted during the tenure of the agreement.

**3. CHARGES**

In consideration of the services as above, rendered by the contractor, the Associate Dean, COH, Pulivendula is hereby agree to pay the Contractor as per approved rates inclusive of Commission Charges (Service 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**

* 1. In the event of strike of all or any sections on the premises of the COH, Pulivendula by the workmen or of a lockout or a closure whether parties or otherwise on the premises located at APCARL CAMPUS, Pulivendula, YSR District or on happening of any event over which the Associate Dean, COH, Pulivendula/ shall not be liable to pay to the contractor any charges or any or all other charges if any, during such period.
	2. In the event, any of the services or persons as mentioned in the contract, not being rendered / provided or made available by the contractor, at any time for any reason whatsoever, the Associate Dean, COH, Pulivendula 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 Associate Dean, COH, Pulivendula subjected to a minimum of Rs.50,000/- (Rupees fifty thousand only) as Security deposit which will be retained by the Associate Dean, COH, Pulivendula. The security deposit shall be retained with Associate Dean, COH, Pulivendula 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:**

* 1. During the Currency of this agreement, the University shall provide to the Contractor, all the materials implements / Machinery Equipment such as required as enable him to discharge the entrusted services to the satisfaction of the Associate Dean, COH, Pulivendula.
	2. Any of the material implements/machines/equipments given by the Associate Dean, COH, Pulivendula 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,
	3. 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,
	4. The Associate Dean, COH, Pulivendula 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.
	5. 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 Associate Dean, COH, Pulivendula.

**7. CONDT1ONS / RESTRICTIONS FOR ENGAGING WORKERS;**

* 1. 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.
	2. 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.
	3. The Contractor shall ensure to issue photo identify cards with permanent address to all workers and supervisory staff engaged by him/her and furnish a list of such people to the Associate Dean, COH, Pulivendula. 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.
	4. 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 Associate Dean, COH, Pulivendula indemnified from any claim demand or action as my be brought against the Associate Dean, COH, Pulivendula due to non-compliance of laws by the Contractor of his obligations under this clause.
	5. 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.
	6. The Contractor shall maintain requisite record and comply with all acts, laws.
	7. The Contractor shall, as the employer, have the exclusive right to engage and terminate the service all or any of the staff /workers engaged by him/her to fulfill his/her obligations under this agreement and to substitute any persons. However the Associate Dean, COH, Pulivendula shall be at liberty at its sole discretion to direct the Contractor to remove/withdraw forth with from the University premises any person(s) engaged by the Contractor to carry out his obligations under this agreement, if the Associate Dean, COH, Pulivendula is not satisfied with the service/conduct/behavior of such person (s) and the Contractor shall remove/ withdraw such staff/workers forthwith at the direction of the Associate Dean, COH, Pulivendula and provide adequate replacement (s).
	8. The Associate Dean, COH, Pulivendula, shall have private 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,
	9. The workers/ staff of the Contractor shall be medically examined by a competent Doctor as required by the Associate Dean, COH, Pulivendula before entrusting any respossibilities under this agreement as per the standards of fitness prescribed by the Associate Dean, COH, Pulivendula. 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).
	10. The staff / workers of the Contractor shall be liable to be searched by the Associate Dean, COH, Pulivendula authorized for this purpose and shall strictly observe the rules and regulations discipline/ code of conduct of the University and other general rules applicable.
	11. 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.
	12. 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;**

* 1. 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,
	2. The Contractor shall carry out his obligations under this agreement diligently and to the satisfaction of the Associate Dean, COH, Pulivendula. The contractor shall comply with the said directions and instructions,
	3. The Associate Dean, COH, Pulivendula 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 COH, Pulivendula / outside COH, Pulivendula premises or during a journey. In case, if the Associate Dean, COH, Pulivendula for any reason is made liable for payment of any damages / compensation / any other liability in respect of such staff / workers the contractor shall pay to the Associate Dean, COH, Pulivendula such damages compensation for any other liability upon demand by the Associate Dean, COH, Pulivendula.
	4. A contractor expressly undertakes to hold the Associate Dean, COH, Pulivendula free and harmless and indemnify the COH, Pulivendula and keep the COH, Pulivendula 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 COH, Pulivendula, will entitled to deduct such amounts as a consequence of act such claims, demand, costs, charge and expenses from services charges, or any other dues payable to the Contractor.
	5. The contractor shall be liable to the COH, Pulivendula the cost of any items of property belonging to the COH, Pulivendula broken/ damages / stolen by his staff workmen or others.
	6. 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.
	7. Tie contractor shall ensure that none of his staff/workers remain in the premises of the COH, Pulivendula after their- official working hours, unless and otherwise specifically permitted in each case by the COH, Pulivendula in writing.

h. The contractor should intimate the office hereunder COH, Pulivendula any changes in

 the employer contribution of EPF, ESI along with the supporting documents.

**9. PAYMENT TO STAFF/WORKERS**

The contractor shall be solely responsible and liable to pay the wages, EPF, and ESI charges of the staff/workers engaged by him within the stipulated time, i.e., within ten (10) days from the date of bill generation by the office hereinafter referred to as COH, Pulivendula, for the entire duration of the contract. The contractor shall ensure that wages are paid in strict compliance with the applicable laws/statutes in force and that all benefits mandated under various labour legislations are duly extended to the workmen. It is expressly clarified that the workmen engaged by the contractor shall have no claim whatsoever against the Associate Dean, COH, Pulivendula.

**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 COH, Pulivendula 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 COH, Pulivendula to examine and inspect or cause to be examined and inspect all books, records. Registers inventory and equipment for the purpose of determining whether or not the Contractor is complying with the terms, conditions and stipulations herein contained or as may be imposed upon him by provisions of law (s) for the time being in force. The Contractor shall produce every month to the Associate Dean, COH, Pulivendula 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 comp-y with the regulations of any other Acts law, or municipal, or local or otherwise for the time being in force and which applies for the services rendered there under, statutes that are applicable to him for his staff/workers. He shall submit his license number under contract labour (R&A) Act, registration proof with central excise department for GST etc., and his code numbers for ESI, EPF to the Associate Dean, COH, Pulivendula.

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

**14. TERMS OF PAYMENT**

* + 1. The Contractor shall submit his bill every month to the office Associate Dean, COH, Pulivendula 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 chess 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.
		2. The wage bill for the first time may be admitted in full as per the approved rates, including EPF, ESI (wherever applicable), commission charges, etc. However, for subsequent monthly payments, the DDO shall ensure production of proof of remittance of EPF, ESI (as applicable) and GST, along with a detailed statement in respect of EPF and ESI showing the names and particulars of the workers.
		3. The contractor shall not be entitled to claim or receive from COH, Pulivendula any amount over

 and above what has been expressly stipulated in this agreement, in respect of charges or expenses

 for the services rendered. Furthermore, the contractor shall not be entitled to any reimbursement of expenses 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**

* + 1. 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 COH, Pulivendula 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 COH, Pulivendula. The contractor shall also remove all his belonging, staff/workers and any other items from the COH, Pulivendula premises forthwith.
		2. In case of breach of the terms or persistent absence or neglect or misbehavior misconduct etc., it shall be lawful for the COH, Pulivendula to forfeit the caution deposit of the contractor without prejudice to other remedies available to the COH, Pulivendula 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 COH, Pulivendula 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 COH, Pulivendula 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**

The rights and liabilities arising under this agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assignees, heirs, executors, and administrators. However, neither this agreement nor any of the rights, licenses, or authorities granted to the Contractor hereunder shall be assignable or transferable, in whole or in part, without the prior written consent of the Associate Dean, COH, Pulivendula / University. In the event of any permitted assignment or transfer by the Contractor, the assignee(s) or transferee(s) shall, from the effective date of such assignment or transfer and only to the extent specified therein, be substituted in place of the Contractor.

**21. CONSENTS AND NOTICES**

All approvals, consents, and notices required to be given or served under this agreement by either party to the other shall be deemed duly given or served, in the case of COH, Pulivendula, if delivered by hand, sent by e-mail, speed post, air mail, or registered post to the office of the Associate Dean, COH, Pulivendula, and in the case of the Contractor, to his last known address. Either party shall have the right to notify the other in writing of any change of address for service of such approvals, consents, or notices, and thereafter, delivery to such notified address shall constitute valid service.