

AGREEMENT

This agreement is made at Mysore on thisday of2010 between Asst. Director (Admn.), Central Institute of Indian Languages, Mansangangotri, Hunsur Road, Mysore-570 006 of the Ministry of Human Resource Development, Govt. of India acting on behalf of the President of India, hereinafter called CIIL on the one part and M/S..... hereinafter called the Party, the term which includes successor, legal heirs, on the other part.

1. In consideration of the amount payable by the CIIL to the Party, the Party undertakes to provide security services to CIIL/SRLC and its campus and at any other place as directed by the Asst. Director (Admn.), CIIL, Mysore.
2. The Agreement will be in force frominitially for three months as trial period. After satisfactory completion of the trial period, the agreement shall be effective for a duration for one year including trial period. On the other hand, if services are found unsatisfactory during the trial period, the contract may be terminated.
3. However, the contract may be terminated at any time without assigning any reason by either of the parties by giving two months notice in writing.
4. After satisfactory completion of one year service by the Party, the CIIL shall have the option to extend this agreement on the same terms and conditions for further period of one year
5. The CIIL agrees to pay the Party a maximum total monthly amount of Rs..... (Rupees.....) at the rate of Rs..... per security guard per month. During the period the

agreement remains in force CIIL shall not be bound to pay any amount more than what has been given above.

- 6.** The Party shall comply with all the condition of the contract and discharge all obligations and liabilities under various labour laws in respect of persons deployed at CIIL.
- 7.** The Party shall agree to provide indemnity to CIIL from any liability that may arise on a later date for the period of the contract with the Agency out of any statutory obligation.
- 8.** The responsibility the party would include:
 - (a) Monitoring incoming and outgoing movements of persons and materials.
 - (b) Safety of all installations, equipments and other assets kept in CIIL, SRLC and on its campus.
 - (c) In the event of any theft, loss of assets of the CIIL/SRLC.the entire responsibility for legal action starting with lodging of FIR with local police to the final recovery stage etc., will lie with the Party. To avoid any loss, the Party shall have full authority to check the weighments, counting of the articles, search and check all incoming/outgoing goods, persons and materials, vehicles, etc., whatsoever in conformity with the policies, and orders of CIIL.
- 9.** The Party shall engagenumbers of security guards. The security guards should have working languages of Kannada, Hindi and English and should be able to read, write and speak these languages.
- 10.** The timings of duties and other details of deployment of security guards shall be finalized after mutual discussions between Asst. Director (Admn.), CIIL and the Party. The decision of the Asst. Director (Admn.), CIIL will be final and binding on the Party. The deployment of Security Guards will be decided by CIIL.
- 11.** CIIL shall have powers to disallow any security guard if found unsuitable for whatsoever

reason, the Party shall have to replace such person(s) immediately and shall provide replacement so as to ensure presence of all the Security Guards at all the time.

- 12.** In case the Party is unable to render service of requisite specification and quality, necessary deduction proportionate to the deficiency in service will be made from the bill as per recommendation of the representative of CIIL. This shall be binding on the Party.
- 13.** The Party shall arrange for maintenance of registers and other accessories as are necessary for efficient performance of the work undertaken. A duty register indicating the names of the Security Guards shall be made available by the Party for inspection to the representative of the CIIL every day.
- 14.** The Party shall supply, at its cost, uniforms, raincoats, sticks, and torches.. Security guards deployed by the Party shall remain in proper uniform while on duty.
- 15.** All security guards of the Party deployed CIIL Campus shall be appointed on the eight hours duty per shift basis. No person shall be continued for more than one shift (eight hours) duty per day. However in case of emergencies and unforeseen circumstances Security Guards may work overtime for maximum of 4 hours in continuation to his shift. To ensure regular duty on weekly offs, the Party shall have to provide sufficient number of leave reserve persons at the Party's own cost in order to provide weekly holidays to regular persons and to meet any other emergency.
- 16.** That the Party shall be responsible for fulfilling all its obligations under various laws and Acts, namely Minimum Wage Act, EPF Act, Bonus Act, etc. and any other statutory requirements under the Govt. of Karnataka/Govt. of India rules in respect of the personnel

deployed by it at CIIL. The Agency shall also submit the documents to this effect as and when required or asked by Employer. The Party shall provide full security services round the clock to CIIL/SRLC and its Campus on all the days without break, during the period of contract.

- 17.** Authentic documents including police verification of each of the security guards shall have to be submitted by the Party to CIIL in the prescribed format before deploying them on duty.

- 18.** Duty chart of the security guards shall have to be submitted by the Party to CIIL for approval every fortnightly.

- 19.** It shall be the responsibility of the Party to maintain the required level of security in and around the CIIL building and campus.

IN WITNESS WHEREOF THE Parties to this Agreement have set their hands on this.....
day of.....2010.