

AGREEMENT

This DEED OF AGREEMENT entered on this... .. day of ...**April. 2012**
BETWEEN **The Principal, Govt.ITI-----**,-----

----- **1** which expression shall included in successors, (hereinafter called the First Party), AND Kerala State Ex – servicemen Development and Rehabilitation Corporation , a company registered under Section 25 of the Companies Act 1956, which is a Government of Kerala undertaking represented by its Managing Director or Project Officer, having its registered office at T.C. 14 / 1024, Ross Cote Lane, Vazhuthacaud, Thiruvananthapuram – 695 010 which expression shall include its successors, (hereinafter referred to as Second Party),

WHEREAS the Second Party is a Government of Kerala undertaking engaged in sponsoring ex – servicemen contract labour as security guards known as KEXCON Security Guards as per the requirements made to them by any principal employer, among other activities for the welfare of ex - servicemen.

Now this Deed of Agreement mutually agreed upon WITNESSETH as follows:

1. At the request of the First Party herein to provide Security Guards, and the Second Party herein has agreed to provide the same.
2. Whereas the Second Party shall provide the aforesaid guards as and when required by First Party during the period of contract and will ensure that the guards will be on security work for 24 hours round the clock with an 8 hours rotating shift system . A post should not have less than three guards if 24 hours around the clock is required.

(First Party)

(Second Party)

....2/-

3. The Second Party will ensure that the guards provided by them shall execute the work entrusted to them efficiently to the best of their capability, sincerity and dedication except on adverse conditions such as natural / man - made calamities/ riots / strikes.

4. The period of this agreement will be for **Two...years** commencing from**Apr .2012** during which the security guards can be engaged in any shift as required by First Party .

5. The First Party will be the principal employer and the Second Party the contractor and the sponsored ex-servicemen the contract labour. Both the parties will abide by all the rules and regulations, acts and laws issued by State and Central Governments as amended from time to time and the same will be automatically applicable to this agreement.

6. The security guards provided by Second Party are ex – servicemen who are disciplined and devoted. The performance of guards will be monitored by Second Party. Their detainment / shift / work / leave / off / transfer will be managed by First Party. Any gap / absenteeism in work will be filled up by Second Party immediately.

7. The Second Party will be responsible for disbursing their wages as per this agreement. First Party shall have no responsibility for the above aspect except the lump – sum payment of wages to Second Party every month. EPF, ESI contributions shall be remitted by the Second Party.

(First Party)

(Second Party)

....3/-

8. Security guards are provided for external security duties which are specified and taken over by them. The area and assets to be guarded will be specified by First Party which will be within the capability of an engaged guard. Security being a very sensitive and important job the First Party shall not directly deal with or employ any security guards on any other work or job or duties. In case there are any points / complaints about any guards, First Party will communicate the same to Second Party or to his authorised officer / supervisors and Second Party will immediately act on this.

9. The First Party will detail / transfer guards between various shifts / works / posts / units as per their roster so as to ensure strictness in work. Supervisory staff will also be detailed accordingly for fool-proof monitoring. The Second Party may not have any jurisdiction on this.

10. Wages agreed to in this contract is as per daily wage notified by Government of Kerala vide GO (P) No.204/2011/Fin dated 02 May 2011. Any future changes in wages will be paid in arrears by First Party once Government Notification to this effect is published. The existing total wages for 8 hours normal work to be paid to Second Party are given below :-

| | | | |
|-----|--|---|--------------------------|
| (a) | Category | - | Security Guard |
| (b) | Wage per security guard for eight hours of work. (Inclusive of P/Es contribution to EPF, ESI & Service Charges) | - | Rs. 350/- Per day. |
| (c) | Service Tax | - | As applicable. (10.3 %) |
| (d) | Total wages | - | As applicable. |

11. The total wages including additional wages shall be paid to Second Party by First Party by 7th day of the next month by cheque.

(First Party)

(Second Party)

....4/-

12. In case an intruder enters on the area of duty the guard on duty will challenge the intruder and try to stop him. The matter will be reported by the guard immediately to the First Party or his authorised representative who will initiate any further actions.

13. Any undergrowth or grass growth in the area of security jurisdiction are to be cleared by First Party to have good field or view for guards. At night security lights / flood lights / search lights should be provided around the campus / area by First Party. Notwithstanding the above, the First Party shall provide any assistance to the watchmen in the performance of their duty.

14. The Second Party shall not be liable for any claims made by any ex – servicemen who have been already engaged with the First Party, and who may be re - engaged by the Second Party for the present watchmen work .

15. This agreement shall not be altered or modified or amended except with written approval of First Party represented by **The Principal, Govt. ITI,-----**
-----,----- and Second Party represented by MD / Project Officer.

16. This agreement can be terminated by either party by giving one month notice in writing to each other.

17. All disputes arising out of this contract will be determined in civil courts having jurisdiction in Thiruvananthapuram.

(First Party)

(Second Party)

....5/-

18. If the performance by either party, of any of its obligations under the agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, strike or other violence (not due to any act, neglect or default of the party) war or other violence, any law or regulation of any Govt, or any act or condition whatsoever beyond the reasonable control of such party (each such event can be called a Force Majeure event), then such party shall be excused from such performance to the extent of such prevention, restriction or interference; provided however that such party shall give prompt notice within a period of 15 days from the date of the force majeure in such notice, including a description, in reasonable specificity, of the cause of Force Majeure and provided further that such party shall use reasonable efforts to avoid or remove such cause of non – performance and shall continue performance hereunder whenever such causes are removed.

Dated this day of **Apr 2012.**

The Principal

(GK Pillai)
Project Officer, Kerala State Ex-
servicemen
Development and Rehabilitation
Corporation,
Vazhuthacaud, Thiruvananthapuram–
695 010.

(First Party)

(Second Party)

Witnesses

1 _____ 1. _____