

**AGREEMENT FOR RENDERING LANDSCAPE MAINTENANCE AND OTHER
RELATED SERVICES IN THE INDUSTRIAL PARK
(PARK-SEZ, NON-SEZ AND ADMIN BLOCK AREA)**

This Agreement executed in duplicate at Chengalpattu on this the ____th day of ____, 2024.

Between

MAHINDRA WORLD CITY DEVELOPERS LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at No.17/18, Patulous Road, Chennai, 600 002 and Corporate Office at Mahindra World City, Administrative Block, Central Avenue, Mahindra World City Sub (PO), Chengalpattu (Dt), Pincode –603 004 (having PAN No: AAACM6904A), represented herein by its Deputy General Manager-Legal, **Mr. KK Viswanathan**, hereinafter referred to as “**MWCDL**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns of the One Part.

And

M/s. _____, Address _____, represented by its Proprietor Mr. _____ hereinafter called the “**Property Manager**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners, successors in interest and permitted assigns) of the Other Part;

WHEREAS:

MWCDL has developed an Industrial Park comprising of Special Economic Zone (SEZ) AND Domestic Tariff Area (DTA) at Mahindra World City, New Chennai, Chengalpattu, Chengalpattu District (hereinafter referred to as MWCDL) and undertook to provide various Operations & Maintenance (O&M) Services to its Park Occupants which includes interalia, landscaping and the related services.

Whereas Property Manager has represented to MWCDL that it is also in the business of providing Landscape Services and has offered to MWCDL to maintain Landscape and other related Services to MWCDL on a chargeable basis.

Whereas based on the representations made by Property Manager, MWCDL has agreed to appoint and engage the Property Manager for Providing Landscape Services in the Park SEZ, Non-SEZ, Admin & Customs office Area at Mahindra World City, hereinafter referred to as the “Premises” on the following terms and conditions:

Now this Agreement witnesseth as follows:

DEFINITIONS:

- I. “AGREEMENT” means this Agreement and all Schedules, annexures and exhibits attached to it or incorporated in it by reference and also includes any extensions / addendums, if any, to this Agreement.
- II. “PREMISES” means Park SEZ, Non-SEZ, Admin & Customs office Area at Mahindra World City where Maintenance of Landscape Services is being provided by the Property Manager. It is also known as property under management, more particularly described in ANNEXURE “II”.
- III. “SERVICES” OR “LANDSCAPE SERVICES” means and includes the scope of work and services to be provided by the Property Manager either directly or indirectly in the Premises, more particularly described in ANNEXURE “III” and as per the SLA attached.
- IV. “FEES AND CONSIDERATION”: means and includes the price/fees paid by MWCDL to the Property Manager for the services rendered as per the terms of this Agreement, more particularly described in ANNEXURE “V”.

- V. "SUPPLIERS" means and includes the original suppliers, who had supplied various equipment's to MWCDL under a separate contract with MWCDL and installed in the Premises.
- VI. "VENDORS" means and includes the parties with whom the Property Manager enters into contract(s) for providing certain services and supply of materials for the premises.
- VII. "ADDITIONAL SERVICES" means and includes the performance of services by the Property Manager as required by MWCDL at the Premises which will be beyond the scope of services mentioned in ANNEXURE "III".

1.0 PREAMBLE

1.1 The Letter of Award (LOA) dated 01st Aug 2024 and the enclosures to the LOA issued by MWCDL and accepted by the Property Manager shall form part of this Contract Agreement.

In the event of any inconsistency between any or all the correspondence and documents referred to in the agreement and the Letter of Award, the MWCDL's interpretation shall be final and binding upon Property Manager.

1.2 TERM: This Agreement shall be valid from **1st Aug 2024** and shall stand automatically terminated as on the closing hours of **31st March 2025** if not, extended as per Clause 1.3 below.

1.3 EXTENSION OF PERIOD: Both parties may extend the term of this Agreement on such terms and conditions as may be mutually agreed upon, and shall preferably reach an agreement at least 30 days before the expiration of the Term.

1.4 TERMINATION: Either party may terminate this Agreement by giving thirty days (30) written notice, if the other party goes into Liquidation or commits a breach of any terms of this Agreement and the said breach is not rectified by the defaulting party within a period of thirty days from the date of receipt of a written notice by it from the Other Party seeking rectification of breach.

Notwithstanding anything contained in Clause 1.4 above, MWCDL and/or the Property Manager may, without any liability, and without assigning any reason whatsoever, terminate this Agreement at any time by giving a written notice of thirty days to the other party.

PAYMENT OF AMOUNT DUE ON TERMINATION: In case of termination of this Agreement as aforesaid, MWCDL shall within 30 (thirty) days from the date of termination pay to the Property Manager all amounts validly due to the Property Manager under this

Agreement for the services rendered till the date of termination after deducting applicable taxes, costs and any other outstanding etc.

2.0 SCOPE OF SERVICES

- 2.1 The scope of work and services will be to provide Landscape Services. The detailed scope of services to be provided by the Property Manager to MWCDL will be as specified in ANNEXURE “III” to this Agreement for the consideration stated in Clause 3, and ANNEXURE “V”.
- 2.2 The Property Manager’s work comprises the management of all workforce, supervision, tools, and materials for the provision of the Landscape Services directly or indirectly through its Vendors as specified in ANNEXURE “III”.

3.0 FEES AND CONSIDERATION

- 3.1 MWCDL will pay to the Property Manager the agreed fees and consideration as stated in ANNEXURE “V” of this Agreement. Tax as applicable for services rendered within the premises shall be paid by MWCDL extra over and above the fees.
- 3.2 Any additional services to be rendered by the Property Manager at the written request of MWCDL and accepted by the Property Manager, and not specified in this Agreement will be paid at actual together with Property Manager’s service charges and the tax at the applicable rate on submission of the bills for such additional services along with the request note of the MWCDL seeking such additional services.
- 3.3 The Property Manager will review periodically the pricing and advise MWCDL of any change in the existing taxes, charges, fees or other imposts of whatever kind, introduced, removed, reduced or increased.
- 3.4 The fees payable to the Property Manager is detailed in the costing sheet attached in the annexure-V. Applicable GST/IGST taxes shall be additionally paid by MWCDL to the Property Manager on and above the Providing Landscape service charges.
- 3.5 The said amount of fees will be paid on a monthly basis as agreed. In the event of non-payment of bills by MWCDL for 3 (three) months in succession, the Property Manager, will be at liberty to terminate the Agreement forthwith, without any notice and shall not be responsible for any acts or omissions thereafter.
- 3.6 The applicable taxes will be deducted at source as per the Income Tax Act, and any other legislation as may be applicable from time to time. The TDS certificates and other certificates will be provided to the Property Manager by MWCDL in due course of time.

3.7 The Property Manager shall perform all services set forth in ANNEXURE “III” hereto and in terms of this Agreement.

3.8 This Agreement is personal to the parties hereto and the rights and obligations arising hereunder shall not be assignable by them except with the prior written consent of the other party hereto.

4.0 MWCDL’S REPRESENTATIONS & COVENANTS

MWCDL hereby represents and covenants that:

4.1 MWCDL is a legal entity established under the law duly, validly existing and has a good standing under the law.

4.2 MWCDL is the legal owner/occupant of the Premises.

4.3 MWCDL is empowered by law and its internal regulations to enter into this Agreement, and is not prohibited by any law from entering into this Agreement.

4.4 MWCDL undertakes to provide basic infrastructure viz: a table & chair in the designated place for the Property Manager for rendering services under this Agreement.

4.5 The arrangement of drinking water for labour & staffs is under contractor’s scope, if required the potable water may be supplied by MWCDL at free of cost at one source.

4.6 MWCDL will not recruit any employee of the Property Manager or its Vendors during the period of this Agreement and/or within one year after the termination of this Agreement without prior written consent of Property Manager.

4.7 MWCDL will pay the fees as agreed on a monthly basis to the Property Manager for the services rendered to MWCDL.

4.8 The Property Manager by relying upon express representations made by MWCDL is entering into this Agreement.

5.0 PROPERTY MANAGER’S REPRESENTATIONS & COVENANTS

The Property Manager hereby represents that:

5.1 The Property Manager is a legal entity and is empowered by law and the internal regulations to enter into this Agreement.

5.2 The Property Manager has the requisite knowledge, experience, infrastructure and other facilities to provide the services as mentioned in ANNEXURE “III” to this Agreement.

- 5.3 The Property Manager will not recruit any employee of MWCDL during the term of this Agreement and/or within one year after the termination of this Agreement.
- 5.4. The Property Manager shall obtain the written consent of MWCDL prior to its entering into contracts with Vendors for providing certain services and supply of materials under this Agreement.
- 5.5. If the Property Manager appoints/engages any Vendor/s for providing certain services and supply of materials under this Agreement subject to clause 5.4 above, the Property Manager shall duly pay such Vendors the fees for the services/materials rendered/supplied by such Vendors in such a manner as agreed between the Property Manager and such Vendors.

6.0 PROPERTY MANAGER'S OBLIGATIONS

- 6.1 Property Manager shall provide competent, qualified and trained personnel in the rendition of its services. It shall ensure that the personnel deployed for Maintaining Landscape Services shall meet the needs and requirements of this Agreement.
- 6.2 Property Manager shall raise an invoice for the services rendered for each Calendar month in the succeeding month. The invoice shall be submitted by Property Manager to MWCDL on or before 5th date of every calendar month along with the attendance register and copies of remittance challans in proof of payment of P.F., salary and ESI etc., for themselves / each vendor engaged by it for the previous month and the same shall be paid by MWCDL within 30 (Thirty) days after receipt of the said invoice on proper submission and verification. In case of delayed submission beyond 5th date of the month, then the monthly bill will be paid only in the subsequent month.
- 6.3 The payment shall be paid proportionate to the SLA report.
- 6.4 Bio-metric or any other system-based attendance to be maintained and the same will be considered for the billings.
- 6.5 Property Manager shall ensure to arrange a Computer with printer and net connectivity will made available at site.
- 6.6 Property Manager shall ensure that no personnel shall be employed continuously for two shifts without any break in a day under any circumstances. Any violation in this behalf will be viewed seriously besides inviting further action by MWCDL including the action of terminating this Agreement.
- 6.7 The Property Manager shall appoint uniformed and trained personnel for performing the Landscape Services and ensure that such personnel fulfill the following criteria:-
 - a. Physically and mentally alert and fit.

- b. Properly uniformed with a neat and tidy appearance and adequately trained. For all the Staffs, minimum of 3sets of uniform and 2 sets of Shoes to be given for the financial year.
 - c. Personnel deployed shall have the required qualification Viz., Agriculture, horticulture at least at supervisory level and experience in the services in which they are deployed with basic written and spoken English knowledge.
 - d. Personnel shall strictly adhere to the safety regulations. They must strictly avoid smoking, using alcohol, wearing loose fitting dress and slippers etc., while on duty.
 - e. Any misbehavior by the Personnel deployed shall not be tolerated and MWCDL has every right to direct the Property Manager to stop deploying such personnel any further.
 - f. All personnel shall carry valid identity card at all times issued by the Property Manager / its Vendors.
 - g. The personnel who operates any vehicle has to possess valid license to use/drive the vehicle.
 - h. Medical checkup to be carried out to all employees by the Property Manager once in a year and the report to be shared with MWCDL. To remove the employees identified as unfit by the assessing medical practitioner to be removed from employment.
- 6.8 Property Manager shall ensure that adequate personnel are deployed to perform the stipulated services always. Damage to landscaped areas as well as deterioration in the quality, life of the plants due to improper care shall be considered as a serious breach of the terms of this Agreement and shall entail a penalty as per the area as aforesaid besides other appropriate actions as recommended by MWCDL.
- 6.9 The personnel deployed for performing the services shall be employees of the Property Manager / its Vendors and all statutory liability etc., shall be paid for by them viz., Minimum Wages, ESI, PF etc., Property Manager hereby agrees to indemnify MWCDL against any legal action that may occur due to non compliance of the statutory provisions like Labor Law, EPF/ESI, WC Act etc. by the Property Manager/its Vendors. Property Manager shall provide MWCDL with all relevant records in proof of payment of salary to its/vendors' personnel, statutory dues every month for their records
- 6.10 Property Manager/its Vendors shall insure all its personnel for personal accident, injury and death etc., whilst on duty with the insurance companies during the period of this Agreement and provide copies of the insurance policies to MWCDL for its records.
- 6.11 Property Manager shall provide its adequate supervision in order to ensure due and proper performance of the Landscape Services. All personnel will be issued charter of duties by the Property Manager. In the event of the Supervisor/essential staff being

- absent/on leave from his regular work, the Property Manager shall deploy alternate Supervisor/essential staff with same/similar qualification for the said period.
- 6.12 Property Manager shall ensure that the personnel deployed shall not leave their duty without prior permission. Absence of personnel from the duty post without due permission of MWCDL's Authorized Official is a serious breach of the terms of this Agreement and as aforesaid warrants other appropriate actions by MWCDL.
 - 6.13 Property Manager shall ensure that all necessary reports and other information are sent to MWCDL on a daily, weekly, and monthly basis and shall hold regular monthly meetings by the senior officials of the Property Manager / its Vendors with the officials of MWCDL or whenever MWCDL calls for such a meeting with prior information to Property Manager.
 - 6.14 Property Manager / its personnel shall take proper and reasonable precautions to ensure that no loss, destructions, waste or misuse caused in the areas of responsibilities assigned to them.
 - 6.15 The personnel shall not accept any gratuity or reward in any shape or form from any employee of MWCDL, Visitors, Guests, Residents or Occupants of the MWC.
 - 6.16 Property Manager shall do and perform Landscape Services which have been mutually agreed upon between the Parties from time to time.
 - 6.17 MWCDL shall have the right to recommend for removal of any personnel who is found to be unfit/undesirable or otherwise and similarly the Property Manager / its Vendors reserves the right to change the personnel with prior approval from MWCDL, emergencies exempted.
 - 6.18 Property Manager shall be responsible for safe-keeping of all the property and equipment of MWCDL entrusted to them and under their control (reasonable wear and tear excepted). Any damages or costs or loss to the said property and equipment attributed solely to the Property Manager shall be deducted from the fees payable to the Property Manager after due written information to the Property Manager and MWCDL shall be entitled to recover such damages or losses or costs in full. The decision of MWCDL in this regard shall be final. Property Manager shall hand over all the equipment's in good condition to MWCDL on the expiry of this Agreement, unless the Agreement is extended / renewed for a further period.
 - 6.19 Property Manager undertakes to conduct regular training for all the employees as per the functional skill matrix drawn out and as per the requirements of MWCDL.

- 6.20 Property Manager shall provide additional services on a chargeable basis as and when required by MWCDL at mutually agreed terms.
- 6.21 Property Manager agrees to indemnify MWCDL against all claims, compensation and damages, losses arising out of any accident, negligence, omission, commission, action or inaction or any other reason caused by the Property Manager/ its Vendors, its employees, its visitors, guests, etc.
- 6.22 Since the services provided by the Property Manager are essential services, Property Manager agrees not to stop providing the Landscape Services without any notice to MWCDL save and except under clause 12. Such discontinuation of services, if any, shall be construed as a serious breach of this Agreement and MWCDL shall, at the cost and expense of Property Manager, avail alternate services until such time Property Manager resumes the Landscape Services or the termination of the Agreement, whichever is earlier. Besides, MWCDL shall be entitled to enforce the specific performance of this Agreement and all costs and expenses incurred by MWCDL such as fees to lawyers, drafting charges, representation charges, consultancy charges etc., shall be borne by the Property Manager.
- 6.23 The Property Manager shall not assign its interest, rights or obligations under this Agreement to any third party without the previous written consent of MWCDL.
- 6.24 The consideration paid to the Property Manager is for providing services as described in ANNEXURE "III" hereto during the period of this Agreement. In the event the scope of services is enlarged by MWCDL or by operation of law, the Property Manager shall undertake such additional services for an additional fee to be agreed upon between the Property Manager and MWCDL.
- 6.25 It shall be the responsibility of the Property Manager to ensure that all the Vendors engaged by them comply with all the Labour laws and other statutory requirements and that MWCDL is not put to any loss on account of the omissions and commissions of the Property Manager or its Vendors.
- 6.26 Property Manager to assign a responsible representative to attend the Monthly Statutory audit conducted by the auditor appointed by MWCDL with relevant documents. Non-attendance shall be treated as non-compliance & non-negotiable and will have an impact on monthly SLA.
- 6.27 Revision of SOP to be done by the property manager half yearly and / or as and when there is any deviation in the procedures, the revision to be carried out immediately after necessary approvals by MWCDL.

7.0 MWCDL'S OBLIGATIONS

- 7.1 To pay the Property Manager for the services stipulated in the Agreement as per the agreed terms and in the manner stipulated in the ANNEXURE V for payments after deducting all statutory levies etc.,
- 7.2 To pay separately for any additional services required by MWCDL over and above the ones contained in this Agreement, at rates to be mutually agreed between the Parties.
- 7.3. MWCDL will provide all assistance and do whatever is necessary to enable the Property Manager to carry out the work as stipulated herein without any kind of hindrance from owners/occupiers and clients/customers of the premises .

8.0 COMPLIANCE WITH LAWS

- 8.1 It is clarified that all the personnel deployed for performing the Landscape Services are the staff of Property Manager / its Vendors and on their rolls and that there is no employer-employee relationship between MWCDL and the said personnel. It shall be the duty of Property Manager / its Vendors to ensure compliance with
 - (i) All statutory provisions under the Labour Law, including but not limited to Minimum Wages Act, Payment of Bonus Act, Employees Provident Fund Act, Employees State Insurance Act, Workmen Compensation Act and other applicable enactments from time to time.
 - (ii) Property Manager shall fully indemnify MWCDL against all claims, losses, liabilities, costs, expenses, damages, actions and proceedings whatsoever, which may be made or taken against MWCDL by any person or authority (i.e.,) arising out of any action or non-action, accident or otherwise by breach by Property Manager / its Vendors of the terms contained herein.
- 8.2 Property Manager / its Vendors shall at all times be duly licensed to carry on its business of providing the Landscape Services and shall ensure due and proper compliance with the necessary enactments, laws, bye laws, notices, regulations and orders now existing or hereinafter made in relation to the services and shall indemnify MWCDL against all damages, claims, proceedings, actions, and costs in relation to this clause. In the event of default by Property Manager / its Vendors, MWCDL shall be entitled to terminate this Agreement without any notice to Property Manager without prejudice its right to seek damages etc.

9.0 PAYMENT

- 9.1 Payment by MWCDL on monthly basis on receipt of invoice for the services provided hereunder shall be a fundamental obligation under the agreement. Also payment will be certified on the basis of adherence & successful completion of the points covered under Key Performance Indicators (KPI) and Service Level

Agreement (SLA) based on Scope of Works Any default in payment terms shall entitle Property Manager to suspend or terminate this agreement after giving 30 days notice period to MWCDL.

- 9.2 No Mobilization advance will be paid by MWCDL.
- 9.3 Monthly payment will be paid within 30 days from the date of proper invoice submitted. The invoice will be accepted once it is audited by the third party statutory auditor and recommended for payment.
- 9.4 Payments to be made after the completion of monthly Service Level Assessment meeting and the payment is subject to SLA scoring.
- 9.5 Final bill: If the contract not been renewed / continued, the final bill shall be released after 45 working days from the date of receipt of invoice with all necessary backup documents including reconciliation statement duly verified by MWCDL in charge / Labour consultant.
- 9.6 All Consumables were part of contract and no separate cost will be paid as per the Annexure. In case any additional consumable material required for the scope of Service, the Contractor provide the same without any additional cost.
- 9.7 Incase of any additional materials / consumables requested / approved by MWCDL, the contractor shall supply the same with no hesitation. The payment shall for supplied/ utilized can be paid based on prior approval from MWCDL. The approved consumables provided by the contractor and the bills for the consumable materials are to be submitted for the evaluation to make payments.
- 9.8 Performance Bank Guarantee : The Contractor shall submit a Performance Bank Guarantee (PBG) equal to the value of Two (02) month's Bill value, valid till 30th April 2025 or till mutually agreed extended period as per MWCDL approved format and from approved list of banks.
- 9.9 No retention money shall be deducted from monthly bill payments.

10.0 CONFIDENTIALITY

Property Manager / its Vendors will ensure that all its personnel shall not at any time, without the consent of MWCDL in writing, divulge or make known any secrets, accounts, matters or transaction undertaken or handled by MWCDL and shall not disclose to any person, any information relating to the affairs of MWCDL or its occupants in the MWC Industrial Park. This clause does not apply to information, which is or becomes public knowledge or was lawfully in the possession of the

Property Manager or its Agents. For breach of this clause, MWCDL shall have the right to terminate this Agreement besides other remedies.

11.0 VARIATION

The service charges under this agreement are based on wages, cost of materials and other expenses. However, if there is any revision in the minimum wages component, then in such an event, on a written request from the Property Manager, MWCDL shall consider such request favorably. It is clarified that during the period of this Agreement, the cost of materials and other expenses shall remain unchanged.

12.0 DURATION OF AGREEMENT & TERMINATION

12.1 This Agreement is valid for a period of One Year with effect from 1st Aug 2024 till 31st March 2025 and may be renewed for a further period as mutually agreed upon between the Parties.

12.2 MWCDL has the right to terminate this Agreement by giving one month written notice or payment of the charges in lieu thereof to the Property Manager without assigning any reasons.

12.3 The Parties shall be entitled to vary/revise the terms of this Agreement by mutual consent by exchange of letters.

12.4 The Parties agree that the measure of performance by Property Manager shall be in accordance with the Services Level Agreement (SLA) as mentioned hereunder in ANNEXURE 'VI'. Further the parties shall be entitled to vary/revise the Services Level Agreement even during the term of this Agreement by mutual consent by exchange of letters.

13.0 FORCE MAJEURE

If at any time during the subsistence of this Agreement, the Property Manager, for reasons beyond its control, is unable to carry out the work in terms hereof and/or if the said Premises is destroyed or damaged by fire, tempest, earthquake, accident, act of God, war, or due to any other cause beyond the control of the Property Manager and that rendering of the service under the terms of this Agreement cannot be fulfilled, then the Property Manager and MWCDL shall have the option to put an end to this Agreement forthwith.

14.0 GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by Indian law.

15.0 ARBITRATION & DISPUTE RESOLUTION

15.1 In the event a dispute or difference arises in connection with or in relation to this Agreement, the parties shall be entitled to refer such dispute or difference to arbitration.

- 15.2 The arbitration shall be conducted by a panel of three arbitrators, one to be appointed by MWCDL, another by the Property Manager and the third arbitrator to be appointed by the two arbitrators appointed in the manner mentioned above.
- 15.3 The venue for such arbitration shall be at Chennai.
- 15.4 All arbitration proceedings shall be conducted in English.
- 15.5 The arbitration shall be governed by The Arbitration and Conciliation Act, 1996.
- 15.6 The arbitration award shall be in writing and shall be final and binding on the parties.
- 15.7 The arbitrators shall have the power to award the costs and reasonable expenses (including reasonable fees of counsel) incurred in the arbitration as also interest on any amounts payable by a party to another.
- 15.8 When any dispute or difference is referred to arbitration, except for the matters under dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.
- 15.9 The provisions of this Clause shall survive the termination of this Agreement.

16.0 MISCELLANEOUS

16.1 NATURE OF AGREEMENT

It is understood that MWCDL and the Property Manager are independent entities engaged in the conduct of their respective businesses. This Agreement shall not constitute them as the agent or partner of each other for any purpose whatsoever.

16.2 AMENDMENT

No modifications or amendment to this Agreement and no waiver of the terms or conditions hereto shall be binding unless made specifically in writing duly executed by the authorized representative of the parties.

In case of any changes in the contract value for any reason for any locations, the amendment to this agreement shall be done through an addendum and it would be read as part of this agreement. All the other terms and conditions of this Agreement shall remain in full force and effect.

16.3 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited for any reason, this Agreement shall be considered divisible as to such provision which shall be inoperative and shall not be part of the consideration moving from either of the

parties hereto to the other and the remainder of this Agreement shall be valid and binding.

16.4 WAIVERS

No forbearance, indulgence or relaxation of any party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of the same provision and any waiver or acquiescence by any party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

16.5 NOTICES

16.5.1. Any notice or other communications required or permitted hereunder to any party shall be in writing and shall be sufficiently given if personally delivered or sent by overnight courier, first class mail - postage prepaid or transmitted by facsimile (with confirming copy sent by airmail) or other form of recorded communication such as electronic mail:

If to Property Manager:

M/s. _____

No. _____,

Pincode _____,

Telephone - _____.

If to MWCDL:

Business Head

Administrative Block, Central Avenue,

Mahindra World City, Mahindra World City Sub (PO),

Chengalpet Taluk, Kancheepuram (Dt),

Pin code – 603 004.

Tel. : 044 – 49400000; Fax.: 044 - 49400032

16.5.2. Such notices and other communication duly given shall be deemed to be effective if given by personal delivery, upon such delivery; or if sent by telecopier, upon the next business day after sending thereof; or if sent by certified or registered mail, upon delivery or the twelfth (12) business day following the date of dispatch thereof, whichever is earlier. Each party shall inform the other parties about any change in their respective addresses as set out herein above. Or to such other address as either party may specify in writing. Urgent notices shall be by facsimile message, telex or cable.

17.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts and all such counterparts shall together constitute one Agreement binding on all the parties.

18.0 ETHICAL CONDUCT

With respect to the performance of this Agreement, it is specifically understood and agreed that neither the contractor nor any of its employees, representatives, agents, servants or contractors will pay, promise to pay or authorize payment of any money or anything of value, directly or indirectly, whether as a bribe, pay-off, kick back, gift, commission or gratuity to any public officials for the purpose of illegally or improperly inducing any government or corporation in public sector to make a decision or illegally or improperly influence any public officials or take any other improper action and that further, the contractor shall not maintain slush funds for political contributions or in anyway imply or suggest that such illegal payments may be forthcoming from it on behalf of it or MWCDL its divisions, affiliates, subsidiaries, officers or employees.

19.0 AUTHORISATION

The persons signing this Agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the parties for whom they are signing.

20.0 WARRANTIES

The Warranties given by the various Suppliers of the equipment's to MWCDL, supplied and installed by them against defects and faults and for replacement thereof will have to be enforced by MWCDL. MWCDL agrees to rectify/repair/replace at its costs, all the equipment's purchased and installed by them in the Premises. The Property Manager shall not be responsible for the defects / malfunctioning of those equipment's. In respect of all equipment covered under the warranties, it will be sole responsibility of MWCDL to take care of replacements / servicing during the term of the Contract. Likewise, the Property Manager shall be responsible for the contract entered into by him with the Vendors.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Agreement this day, month and year first herein above written.

SIGNED & DELIVERED BY:
For and on behalf of
MWCDL

Witnessed by:
(1)
(2)

Deputy General Manager-Legal

For and on behalf of
THE PROPERTY MANAGER

M/s. _____,

No. _____,

_____ ,

_____ ,

Witnessed by:

(1)

(2)

Managing Partner

ENCLOSURES :

ANNEXURE – I – LOA

ANNEXURE – II – PREMISES

ANNEXURE – III – SCOPE OF WORKS

ANNEXURE – IV – LIST OF EQUIPMENTS

ANNEXURE – V – COSTING SHEET

ANNEXURE – VI - SLA

ANNEXURE – VII – EHS REQUIREMENTS (10 Pages)

ANNEXURE – VIII – ENERGY & ENVIRONMENT CONSERVAION MEASURES

ANNEXURE – IX – VIOLATION CLAUSES

ANNEXURE – X – CONTRACTOR CODE OF CONDUCT

ANNEXURE – XI - OHSM.PLAN

ANNEXURE – II

PREMISES

- Special Economic Zone(SEZ)
- Domestic Tariff Area (DTA)

- Admin & Customs Office

ANNEXURE – III

SCOPE OF WORK

1. Maintenance of indoor and outdoor plants consisting of Avenue shrubs, potted plants and other trees by way of regular pruning, trimming, re-potting, application of pesticides, manure and fertilizers at proper intervals.
2. Pruning of tree roots if any obstruction to the pedestrian
3. To maintain the lawns with adequate watering, weeding and application of manure, cutting and mowing of the lawns.
4. Apply proper quantity of pesticides, fertilizers, farmyard manure etc. as per the requirement.
5. To remove unwanted soil from the basins of trees and replace with necessary soil/tank silt etc.
6. Adequate precaution and preventive measures to be adopted to eradicate pests and termites
7. Any damage which would result in the decay of the plant including non sprouting to the desired scale will have to be replaced by the agency
8. The agency shall make available adequate number of labours to cover all the works as per scope and schedule of work as specified and shall engage full time supervisor to allocate works on day to day basis
9. MWC would provide:
 - Water supply: The Property Manager will be supplied water, free of any charges, by MWC. The water will be supplied at selected points as per the system laid out, from where the agency will have to make its own arrangements for watering the plants.
 - Saplings/trees/shrubs etc. for deceased plants which will be provided by the agency.
10. Maintenance of all existing trees, shrubs, plants etc. will commence concurrently with the contract.
11. The scope of work covers maintenance of the trees, regular watering, making basins, tying supports, applying soil/manure, fertilizers etc as and when required. The work needs to be monitored through the supervisor appointed by you. Any damage which could result in the decay of the plant including non-sprouting to the desired scale will be replaced by the agency at its own cost.

12. The scope of work also covers uprooting, disposal of the weeds, bushes that grows in the open areas and footpath of the Estate. This will be undertaken as a continuous process and the growth of weeds should be removed immediately. The agency would ensure that while undertaking such measures, the landscape and gardens of MWC are not adversely affected.
13. To report on regular basis to the MWC authorized official about the distribution of work, growth of trees, quantity of pesticides, fertilizers, mortality plantation etc., to be applied by the supervisor deployed by the agency.
14. The agency shall maintain such records which are necessary under the various acts and enactments towards Provident Fund membership and Employees State Insurance Scheme and recover the same as and when they become eligible.
15. The agency should take utmost care while digging so that there is no damage to the electrical cables, wires and pipes lines, which could cause accidents and endanger human life. All such damages will be payable by the agency for rectification/ replacement of cables etc.
16. The agency should have full control over its labour so that they do not cause any disturbance or damage any property of client or in any way harm the activities of the client.
17. The agency will submit to the authorised official of MWC the monthly maintenance bills and payments will be released in the first week of every month. Agency shall submit proof of payment made towards PF & ESI for all employees and towards service tax every month along with the bill.
18. To remove and shift the waste aggregated like fallen and cut leaves of plant and trees, etc. to the yard as per the directions by MWCDL.
19. Providing status report about the plants in the approved format along with the monthly report
20. Ensure water consumption per day for landscaping in the existing area as per the schedule.
21. Watering as per schedule - Approximate requirement of water would be: - 900 KL (April to Sep), 600 KL (Jan to March) & Below 400 KL (Oct to Dec)
22. Irrigation system maintenance - Replacement of sprinklers, Valves and Nozzle whenever required, removal of pipeline condensation, sealing of joint & specials leak etc.
23. Water body maintenance (cleaning and maintenance of water fountain, foaming set, Valves & Sand filter etc) Replacement of tiles, Motor rewinding,

fountain lights, major civil works and control panel will not cover in this contract and the same will be done on additional cost

Schedule of Work

Daily

Cleaning and sweeping of lawn, planted area & foot path side.

Watering to lawn, potted plants, and shrubs.

April – June (Daily)

July – September (need based)

October – March (Alternate days)

Once in a week

Alternately shifting potted plants from inside to outside

Once in a month

Aerating roots by digging around plant stem and clearing the basin

Removing of weeds from lawns, between pavement joints on inner ring road, stone pavement, plant basin, etc

Once in three months

Cutting of vegetation/branch, replacing the soil & re-potting the plants

Application of Manure/Soil, fertilizer to lawns, potted plants, shrubs and plants

Total Landscape details – MWCDL

- a. Total Trees – 16,695 Nos
- b. Shrubs – 2,57,846 Nos (11,000 Sq mts)
- c. Lawn – 65,000 Sq mts
- d. Ground Cover – 12,550 Sq.mts
- e. Nursery – 1 Acre
- f. Water Fountain – 1
- g. Irrigation system – Available for 8 Acres

ANNEXURE – IV LIST OF EQUIPMENTS

Sl no	Minimum Machineries to be used /available at Site	Unit	Quantity
1	Lawn Mover	Nos	3
2	Tree Pruners(Chain Saw machine) & Telescope tree pruner	Nos	2
3	Hedge Trimmer	Nos	6
4	Brush Cutter	Nos	2
5	Hose Pipe	Nos	50 @ all time
6	Pesticide sprayer	Nos	1
7	Water pumps	Nos	1
8	Secateurs	Nos	5
9	Wheelbarrow	Nos	2
10	Power Spray Machine	Nos	1
11	Tricycle	Nos	1
12	Other implements	LS	130
13	Fuel cost Equipment & Vehicle	LS	Two wheelers - 3 Nos Weed cutter - 2 Nos Chain saw - 1 No
14	Internal transport - Tree & Shrub's Plantation	LS	As per requirement

Sl no	Pesticide to be used per year	Unit	Quantity
1	Bactericide	Kgs	10
2	Fungicide	Kgs	10
3	Insecticide	Litrs	30
4	Pesticide – Liquid	Ltrs	100
5	Weedicide	Ltrs	20
B.4	Fertilizers to be used		
1	Urea (yearly Qty.)	Bags	10
2	Farmyard Manure (yearly Qty.)	Loads (Tractor)	48
3	DAP (yearly Qty.)	Bags	20
4	Neem cake	Bags	10

ANNEXURE – V – COSTING SHEET

S.No.	Description	Unit	Qty	Rate	Amount
A	Horizontal Landscape				
1	Total Trees	Nos			
2	Shrubs (2,57,846 Nos)	Sq.mtr.			
3	Lawn	Sq.mtr.			
4	Ground cover	Sq.mtr.			
5	Water Fountain – 1	Nos			
6	Irrigation system – Available for 8 Acres	Acre			
	Total Amount for Month				
	Total Amount for 12 months (Excl Tax)				
B	Minimum Manpower for maintenance to be deployed				
1	Senior Supervisor	Nos	1		Included
2	Junior Supervisor	Nos	2		Included
3	Gardener (Minimum 35 - Max 48 Nos)	Nos	35		Included

ANNEXURE – VI – SLA

LANDSCAPING SERVICES - STATUTORY & SOW PARAMETERS VERIFICATION							
MONTH:							SLA CONDUCTED ON:
S. NO	MANAGING POINTS	CHECK POINTS	POINTS	Max Possible Point	Self-Assessment by Vendor	Assessment by MWCDL	EVIDENCE TO BE CHECKED
1	Adherence of Safety, Statutory norms	All compliances as per statutory regulations to be complied with nil audit observations by statutory audit.	Yes/No				Internal Audit report
		Non availability of safety gears & Equipment's & Nil reportable accidents	Yes/No				Weekly safety Report
		Timely submission of bill & invoices with nil errors	Yes/No				Bill should be received in MWCDL office 5th working day of every month
2	Landscaping Services - Deliverables.	Adherence of all relevant SOPs. Improvement of process in any to be shared	1				Checklist / Schedule
		Ensure availability of required chemicals with MSDS displayed	1				File
		Ensure availability of First aid kit and snake bite kit	1				Checklist
		Maintenance of Fountains / water features	1				Schedule
		Indoor plants maintenance	1				Schedule
		Tools	1				As per tools register
		Submission of Daily, weekly & Monthly check lists and reports as per SOPs	1				Submission of reports as per the timelines
		Daily compliance to work monitoring sheets(DWM) abnormalities to be highlighted in 24 hrs	1				DWM charts
		Individual kaizen / Month	1				Submission of Kaizen
		Agreed manpower strength as per contract to be maintained at all times	1				Attendance
		Closure of pending points previous SLA meeting.	1				MOM - Target Vs Actuals
Follows mutually agreed training schedules as per gap analysis & skill matrix	1				Training plan compliance & Evaluation report submission on time		
TOTAL			12				