

**AGREEMENT FOR PROVIDING HOUSE KEEPING SERVICES
IN THE DOMESTIC TARIFF & SEZ AREA AT MAHINDRA WORLD CITY**

THIS AGREEMENT made and entered into at Chengalpattu in duplicate on this ____, 2025.

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. _____, a Company registered under the Companies Act, 1956, having its Registered Office at _____ (address) _____, represented by its Managing Partner **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 Taluk, Kancheepuram District (hereinafter referred to as MWC) and undertook to provide various Operations & Maintenance (O&M) Services to its Park Occupants which includes cleaning of roads, storm water drains, cleaning of foot paths, and other common areas.

Whereas Property Manager has represented to MWCDL that it is also in the business of providing House Keeping Services and has offered to MWCDL to provide its House Keeping Services (House Keeping 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 House Keeping Services in the Special Economic Zone and Domestic Tariff 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 Special Economic Zone and Domestic Tariff Area at Mahindra World City where House Keeping 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 “HOUSE KEEPING 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 PREAMBLE

- 1.1 The Letter of Award (LOA) dated _____ 2025 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 April 2025** and shall stand automatically terminated as on the closing hours of **31st March 2026** 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 45 (Forty Five) days from the date of termination & on receipt of invoice with all necessary backup documents, the payment 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. SCOPE OF SERVICES

- 2.1 The scope of work and services will be to provide House Keeping 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 Article 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 House Keeping Services directly or indirectly through its Vendors as specified in ANNEXURE “III”.

3. 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 SEZ and DTA 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 Manger 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 House Keeping 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. 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. Contractor shall make necessary arrangements for adequate storage facility.

4.7 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.

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

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

5. 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. 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 providing the House Keeping 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 Over Head charges / Management fees shall be paid proportionate to the SLA report and no advance shall be paid.
- 6.4 Performance Bank Guarantee: The Contractor shall submit a Performance Bank Guarantee (PBG) equal to the value of One (02) month’s Bill value, valid till 30th April 2025 and having claim date upto 31st March 2026 or till mutually agreed extended period as per MWCC approved format and from approved list of banks.
- 6.5 Bio-metric or any other system based attendance to be maintained and the same will be considered for the billings.
- 6.6 Consumables shall be provided by the contractor and the bills for the consumable materials are to be submitted for the evaluation to make payments. In case any

additional consumable material required for the Service /Works, the Contractor has to bear the extra cost.

- 6.7 The salary structure should be followed as per the attached cost sheet for making salary payment to the Property Manager's staff / Employees
- 6.8 Overtime charges if any shall be paid only with prior approval by MWCDL to the Workmen deployed for over time duties.
- 6.9 Property Manager shall ensure to arrange a Computer with printer and net connectivity will made available at site.
- 6.10 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.
- 6.11 The Property Manager shall appoint uniformed and trained personnel for performing the House Keeping 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., House Keeping processes, cleaning processes, etc., 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.
- 6.12 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

- 6.13 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.
- 6.14 Property Manager shall provide its adequate supervision in order to ensure due and proper performance of the House Keeping Services. All personnel will be issued charter of duties by the Property Manager. Additionally the personnel deployed should fulfill the criteria as described hereunder in ANNEXURE VI. 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.
- 6.15 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 Authorised Official is a serious breach of the terms of this Agreement and as aforesaid warrants other appropriate actions by MWCDL.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 Property Manager shall do and perform House Keeping Services which have been mutually agreed upon between the Parties from time to time.
- 6.20 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.

- 6.21 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.
- 6.22 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.
- 6.23 Property Manager shall provide additional services on a chargeable basis as and when required by MWCDL at mutually agreed terms.
- 6.24 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
- 6.25 Since the services provided by the Property Manager are essential services, Property Manager agrees not to stop providing the House Keeping 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 House Keeping 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.
- 6.26 Property Manager shall keep adequate spares provided by MWCDL at the site to reduce the downtime in the event of any major breakdowns. Property Manager shall be responsible for preparing PPM ANNEXURE for all the equipment's as per the standards and same to be executed and recorded.
- 6.27 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.
- 6.28 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.

- 6.29 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.
- 6.30 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.
- 6.31 Payments to be made after the completion of monthly Service Level Assessment meeting and the payment is subject to SLA scoring.
- 6.32 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. 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. COMPLIANCE WITH LAWS

- 8.1 It is clarified that all the personnel deployed for performing the House Keeping 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 House Keeping 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. 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.

10. 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.

11. DURATION OF AGREEMENT & TERMINATION

- 11.1 This Agreement is valid for a period of 12 months with effect from 1st April 2025 till 31st March 2025 and may be renewed for a further period as mutually agreed upon between the Parties.

- 11.2 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.
- 11.3 The Parties shall be entitled to vary/revise the terms of this Agreement by mutual consent by exchange of letters.
- 11.4 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 'VII'. 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.

12. 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.

13. GOVERNING LAW

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

14. ARBITRATION & DISPUTE RESOLUTION

- 14.1 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.
- 14.2 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.
- 14.3 The venue for such arbitration shall be at Chennai.
- 14.4 All arbitration proceedings shall be conducted in English.
- 14.5 The arbitration shall be governed by The Arbitration and Conciliation Act, 1996.
- 14.6 The arbitration award shall be in writing and shall be final and binding on the parties.

- 14.7 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.
- 14.8 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.
- 14.9 The provisions of this Clause shall survive the termination of this Agreement.

15. MISCELLANEOUS

15.1 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.

15.2 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 authorised 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.

15.3 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.

15.4 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.

15.5 NOTICES

15.5.1. 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. _____,
_____,
_____,
_____,
_____.

If to MWCDL:

Business Head – MWCC
Administrative Block, Central Avenue,
Mahindra World City, Mahindra World City Sub (PO),
Chengalpattu Taluk, Kancheepuram (Dt),
Pin code – 603 004.
Tel. : 044 – 49400000; Fax.: 044 - 49400032

16 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.

17 ETHICAL CONDUCT

With respect to the performance of this Letter of Award, 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.

18 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.

19 WARRANTIES

The Warranties given by the various Suppliers of the equipments 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 equipments purchased and installed by them in the Premises. The Property Manager shall not be responsible for the defects / malfunctioning of those equipments. 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. _____,
_____,
_____,
_____.

Witnessed by:
(1)
(2)

Managing Partner

ENCLOSURES :

ANNEXURE – I – LOA

ANNEXURE – II – PREMISES (Pages 1)

ANNEXURE – III – SCOPE OF WORKS (Pages 3)

ANNEXURE – IV – LIST OF EQUIPMENTS (Pages 1)

ANNEXURE – V – COSTING SHEET (Pages 2)

ANNEXURE – VI – CRITERIA FOR MANAGEMENT STAFF (Pages 1)

ANNEXURE – VII - SLA

ANNEXURE – VIII – EHS REQUIREMENTS (10 Pages)

ANNEXURE – IX – ENERGY & ENVIRONMENT CONSERVAION MEASURES

ANNEXURE – X – VIOLATION CLAUSES

ANNEXURE – XI – CONTRACTOR CODE OF CONDUCT

ANNEXURE – XII - OHSM.PLAN

ANNEXURE – II
PREMISES

Special Economic Zone and Domestic Tariff Area at Mahindra World City.

ANNEXURE – III
SCOPE OF WORK & SERVICES – PARK SEZ & DTA

❖ **GENERAL MAINTENANCE**

1. Road sweeping mechanical
2. Road sweeping manual
3. Drains maintenance
4. Foot path maintenance
5. Upkeep of Railway station

1. Road Sweeping Mechanical

- Upkeep of the road using Kamsweep machine
- To cover all the roads in MWC

a) Daily activities

- Cleaning of the road using Kamsweep machine should cover minimum 6 kms or the machine to be run for 6 hours.
- The Kamsweep machine should be checked for any minor defects / problem.
- Check fuel and water in the machine
- Ensure red warning flags ahead and behind the machine while in operation
- Proper care to be taken for the ongoing traffic flow
- Ensure proper wearing of PPE before commencing work
- Garbage and dust collected are to be transferred to the tractor for further disposal at the location earmarked by MWCDL.

b) Weekly activities

- Thorough inspection of the machine on every Saturday which include cleaning and maintenance on every Saturday

c) Monthly activities

Check oil level and for any other minor maintenance

2. Road Sweeping Manual

Roads to be swept on daily basis following the schedule approved by MWCDL.

a) Daily activities

- *One individual has to sweep the road for minimum 4000 smt. per day*
- Collect all the garbage / dust at the earmarked spots for the tractor carry it away to the earmarked location given by MWCDL
- The cleaning will be carried out 8 (eight) hours per day.

- Follow safety precautions like putting up reflector cones etc., and ensure following of PPE while on duty.

b) Weekly activities

- Once in a week special attention to be given at the locations directed by MWCDL

3. Drains Maintenance

- All major storm water drains to be cleaned and maintained as per the schedule approved by MWCDL.
- Ensure all weeds and any other growth on the walls of the drain as well as the floor to be removed and kept clean for free flow of water.
- Carry out any minor patch works if required.
- Ensure to clear any blockage in the drains.
- Special attention to be given for proper maintenance of the major drains to avoid any over flow or blockage during monsoon,
- Report any minor /major damages to the drain to MWCDL forthwith.
- Follow safety precautions like putting up reflector cones etc., and ensure following of PPE while on duty

4. Footpath Maintenance

- Maintenance of the footpath to be carried out daily along with the road sweeping
- Ensure weeds and growth removed and the footpath kept clean all the time.
- Carry out minor patch works if required
- Follow safety precautions like putting up reflector cones etc., and ensure following of PPE while on duty
- Report to MWCDL on occurrences major / minor damages to the footpath.

5. Upkeep of Railway station

- a) Daily** - Sweeping and cleaning of platform foot over bridge, ticket counter area and washrooms
- b) Weekly** - Deep cleaning of ticket counter area, fixtures and fittings and washrooms
- c) Monthly** – **i)** Cob-web cleaning to be done where & when required. **ii)** Washing activity to be carried out in entire platform at Railway station.

❖ Overall Daily Works to be carried out

- Road sweeping (both mechanical / manual)
- Footpath cleaning
- Drain cleaning.
- Litter pick-up entire premises
- Routine cleaning activity to be carried out in railway station as per schedule

❖ **OVERALL WEEKLY WORKS TO BE CARRIED OUT**

- Road cleaning at specific locations
- Major drains to be cleaned
- Maintenance of the kamsweep machine
- Road signages cleaning
- Cleaning of Road Humps
- Deep cleaning activity to be carried out in entire premises in railway station as per weekly schedule.

❖ **OVERALL MONTHLY WORKS TO BE CARRIED OUT**

- Kamsweep tractor periodical maintenance
- Major peripheral drains to be cleaned in required location
- Deep cleaning activity to be done in required locations at park
- Cob-web cleaning to be done where & when required at Railway station
- Washing activity to be carried out in entire platform and ticket counter area at railway station.

❖ **WORKING DAYS AND HOURS:**

The House Keeping services are to be provided for six working days in a week; however, to ensure quality at the workplace, the duty schedule can be defined as per the requirement at the site. The duty schedule can be arranged as break shift and staggered holiday to ensure that House Keeping Resources are available even on holidays.

The working hours – 8.30 AM to 5.30 PM (1.00 PM to 2.00 PM lunch break)

ANNEXURE – IV
LIST OF EQUIPMENTS

Cleaning Material – Quarterly	
S.NO.	ITEM
1.	Toilet Brush Flat
2.	Bleached Mop Refill
3.	Cobweb stick
4.	Water Pusher
5.	Mat
6.	Rubber gloves
7.	Can 10 ltrs
8.	Road Brush with stick
9.	Traffic Cone
10.	Gum Boots
11.	Mask
12.	Safety Tape
13.	Bucket
14.	Safety Glass
15.	Nylon Rope
16.	Reflector Jacket
17.	Sickle
18.	Pick Axe
19.	Crow Bar
20.	Shovel
21.	Dust Pan
22.	Metal Pan
23.	Knife
24.	Wheel Burroughs

ANNEXURE 'V'
COSTING FOR HOUSE KEEPING SERVICES (subject to change)

(Amount in Rupees)

S. No.	Description	No. of Units	Contract Value	
			Rate	Amount
	Facility Team			
1	Facility Manager	1		
2	Soft Service Executive	1		
3	HK Supervisor	5		
4	HK Operatives	59		
	Sub Total-A	66		
	Management Fees only on Manpower Cost @ 8%			
	Sub Total-B			
5	House keeping Consumables	-		
6	Tractor usage charges (Fuel, Driver, Maintenance)	-		
7	Weed cutter fuel & Maintenance			
8	Road Cleaning Services – Kamsweep (Fuel, brush, Minor Services)			
9	Rewards & recognition for staff			
10	Fuel for vehicles & Misc			
	Sub Total-C	-		
	Grand Total (B+C)			
	Total for 12 months – Excl Tax			

WAGE BREAKUP DETAILS

S.NO	Description	Wages			
		Facility Manager	Facility Executive	HK supervisor	HK - Operatives
	Basic				
	Dearness Allowance				
	Other Allowances				
	HRA				
	Leave Wages				
{A}	Sub - Total (Gross)				
{B}	Deductions				
	ESIC - Employee's Contribution				
	PF - Employee's Contribution				
	Labour Welfare Fund				
{C}	Take Home				
{D}	Statutory Additions				
	ESIC - Employer's Contribution				
	PF - Employer's Contribution				
	Bonus				
	Gratuity				
	Labour Welfare Fund				
	Professional Tax				
{E}	Other Direct Costs				
	Uniform & Shoes				
	CTC / PER MONTH				

ANNEXURE 'VI'
CRITERIA FOR MANAGEMENT STAFF

ESTATE MANAGER.

1. Graduate / Diploma in any discipline.
2. 6 years experience out of which two years should be in Facility Management
3. Should have thorough knowledge of HK practices and latest trends in HK
4. Should have knowledge of HK chemicals, their application, safety to be observed and precautions to be taken while handling them.
5. Should be able to impart in house training to his team members as required.
6. Should have good knowledge of Computer and should be able to compile management reports, MOM, power point presentations and preparation of invoices.
7. Exposure to ISO system preferred.
8. Should be able to effectively handle and motivate a team independently.
9. Should be presentable and having good communication skill.
10. Should have a fair knowledge of technical aspects.
11. Handling all Statutory Compliance & documentation.

FACILITY MANAGEMENT EXECUTIVE

1. Graduate or Diploma in any discipline.
2. Four years of experience out of which two years in Facility Management
3. Should have thorough knowledge of HK chemicals, equipment.
4. Should be capable of imparting on the job training to his team.
5. Fair knowledge on Statutory Compliance.
6. Documentation of all the staff, preparation of invoices and supporting documents.
7. Should have good communication skill
8. Should have working knowledge of Computers.

FIRST AID TRAINING

The Property Manager shall depute 2 (TWO) persons' per day who are trained and certified in administering First Aid

ANNEXURE – VII

HOUSE KEEPING (SEZ & NON SEZ) - STATUTORY & SOW PARAMETERS VERIFICATION

S. NO	MANAGING POINTS	CHECK POINTS	POINTS	Max Possible points	Self Assessment by the 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 by third party
		Non availability of safety gears, & Equipment's & Nil reportable accidents	Yes/No				Monthly safety report submitted by Safety Officer Monthly Safety MIS / Stock register (PPE)
		Timely submission of bill & invoices with nil errors	Yes/No				Bill should be received in MWCDL office 5th working day of every month.
2	HK Services park - General	Adherence to Road and Footpath cleaning for entire park as per deployment schedule	1				Daily Road and Footpath cleaning Schedule & checklist
		Waste removal from the park	1				Daily waste disposal register
		Cleaning of all security booth/cabin in park	1				Security booth cleaning schedule and checklist
		Removal of litters from park	1				Daily Road and Footpath cleaning Schedule & checklist
		Upkeep of Railway station (Cleaning of ticket counter, waiting room, platform, foot over bridge and wash rooms)	1				Daily/Weekly cleaning schedule and checklists
		Non Utilization of safety gears at site	1				Observation during site rounds & NCs by company officials
		Prompt submission of Daily, & Monthly reports	1				Submission of reports as per the timeline by mail.
		Compliance to Daily Work Management and abnormalities to be highlighted within 24hrs	1				DWM charts
		Maintenance of HK machineries and Motor cycles	1				Service / Maintenance reports/ Bills
		Maintaining stock registers for HK cleaning material and consumables	1				Stock register & Materials Delivery challan with security signature
Closure of pending points for previous SLA meeting.	1				MOM - Target Vs Actuals		
Total points achieved			11	0	0	0	

OVERALL HK SERVICES PARK - SERVICE LEVEL ASSESMENT (KPI based)

S NO	Area	KPI	MOP	Target	Points	Max Possible	Self assessment by the vendor	Assessment by MWCDL	Points	Proof of Documents
	House keeping Service			As per SOW & Statutory	11	11				
1	General	Response time	TAT (Turn around time)	A. 3 hour B. 4 hour C. 5 hours	A - 6 B - 5 C - 4	6				Customer complaint & internal Breakdown registers to be shown
		Customer complaint & Internal Breakdown	No. of complaints registered	A. Total - less than 3 B. Total - Less than 4 C. Total - less than 5	A - 9 B - 8 C - 7	9				Customer complaint register
2	HK staffs training	Monthly training percentage	No.of staffs participated / month	A.95% and above B.92% - 94% C. 85 to 91%	A - 3 B - 2 C - 1	3				Training register
3	Mechanical Road Sweeping	Adherence to road cleaning schedule	Actuals vs Schedule	A.100% as per schedule B. 1 deviation C. More than 1 deviation	A - 9 B - 8 C - 5	9				Kamsweep register/ capture it in the daily report

S NO	Area	KPI	MOP	Target	Points	Max Possible	Self assessment by the vendor	Assessment by MWC DL	Points	Proof of Documents
4	Cleaning of Signages and Barricades	Adherence to cleaning schedule	Actuals vs Schedule	A. 4 times B. 3 times C. 2 times	A - 6 B - 5 C - 4	6				As per schedule with completion reports/ Check list .
5	HK staffs attendance	Percentage of monthly attendance	Max 100%	A.100% B.95% - 99% C. below 94%	A - 6 B - 5 C - 4	6				Form XXVI & Bio matrix attendance reports
6	Storm water drain cleaning	Adherence to drain cleaning schedule	Schedule Vs actual work done	A. Nil deviation B. 1 deviation C. More than 1 deviation	A - 6 B - 5 C - 3	6				As per daily drain cleaning schedule and completion reports
7	Washroom cleaning at railway station & Portable toilets at 8th avenue and Phase V	Adherence to cleaning schedule	Actuals vs Schedule	A. Nil deviation V. 1 deviation C. More than 1 deviation	A - 6 B - 5 C - 3	6				Daily Washroom checklist / surprise visit by MWC Authorities
SLA CONDITIONS						62				
Safety : Non Negotiable and Statutory compliance : Non Negotiable and any deviation will attract 5% deduction in overhead in addition to Regular SLA assessment										
SLA on HK General & KPI : 85% and above- No Deduction, 80% to 84% - 5% deduction, 75% to 79 % - 10% deduction & Below 75% - 20% deduction - The deduction will be done on Management fee / Over head charges										
Overall Performance achieved for the month:-										
Overall deduction for the month:-										