

AGREEMENT FOR HORTICULTURE WORK

To,

No. - KCPL/Sales Centre/23-24

Date -01-APR-2023

Universal Services

Village Garouli, Near Hanuman Mandir

Pataudi Road, Gurgaon, Haryana

GST No. 06DMTPS2957CIZK

Kind Attn: - Mr. Rahul Singh - 85880-72496

SUB: - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE WORK.

Rates of Annual Maintenance Contracts

SI No	Des	Months	RATE	AMOUNT
1	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE WORK	12	1,50,000/-	18,00,000/-

Total Amount for a year is Rs.18,00,000/- + GST @ 18% (3,24,000)

Grand Total with GST is Rs.21,24,000/-

TERMS AND CONDITIONS

1) Scope of Work

The brief scope of work of Horticulture Work for 12 Months at the Project as per the following below: Horticulture Maintenance Services Includes with Manpower, Tools & Equipment purchase and repair, Fuel, Insecticides and pesticides, Fertilizers & Manure, Hose Pipes, Bamboos, and Safety Kit. trees, Shrubs and Ground Cover also be developed by seed or grafting.

You will provide adequate and trained labour to carry out the job and these should not be any frequent changes in main mobilization.

Contractor Inspection visit must twice in a month. The total area 15000 Sqm

2) Contract Price

The Contract Price as mentioned in above.

3) Date of Commencement

The date of commencement of the work from 1st April 2023 to 31st March 2024.



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4) **Mobilization Advance:**

Not applicable.

5) **Payment terms:**

Payment shall be made 15 days from the date of invoice (vendor raise invoice for completed work of one month)

6) **Quality Consciousness**

The Contractor shall abide by all quality measures enumerated by the Developer from time to time. The contractor has assured and agreed to provide best of quality work and submit performance report monthly basis.

7) **Miscellaneous Conditions**

- a) It shall be the responsibility of contractor to ensure that the plants and grass should show good growth. This shall be monitored by the technical staff of the Developer regularly.
- b) The Contractor shall also be responsible for removal of dead plants / leaves etc., dressing, maintaining the horticulture area neat and clean, trimming of grass etc., daily watering, protection of plants from excessive sun, water etc.
- c) The Contractor also provides tree and shrubs as per attached list (approx. 25,000qty should be deliver 20,000 nos before October 2023 and 5,000 nos before February 2024) in FY 23-24 on free of cost basis.

8) **Mortality**

Contractor shall be liable 100% for mortality except of June and January. In June and January mortality ratio is 80:20 (80 Trees, Shrubs and Ground Cover to be replace by M/S. Universal and 20% borne by Krisumi for these two months)

9) **Penalty**

The penalty for unsatisfactory of the Works shall be 0.5% (half percent) of Contract Price per week of delay subject to a maximum of 10% (Ten percent) of the Contract Price. It is agreed that any tax by whatever named called, including but not limited to Goods and GST, etc. shall be recovered from the Contractor over and above the penalty imposed under the Contract.

10) **Water and Electricity**

Water & Electricity in the scope of Developer.

11) **Storage Space**

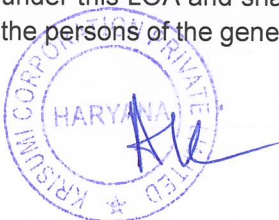
Area for the storage will be provided by the Developer.

12) **Labour Accommodation**

The Contractor shall at its own cost make all arrangements for space, lodging, transportation etc. for the labour. No person will be allowed to stay on site, except during night, when the work is in progress.

13) **Insurance.**

The Contractor shall, without limiting its obligations and responsibilities under this LOA, take/purchase and keep valid adequate Workmen Compensation Insurance Cover & Third Party Liability Insurance (per event & overall coverage of Rupees Five Lakh Only) before commencement of work under this LOA. The same shall be valid upto the completion of the Works under this LOA and shall include any damage to the properties and / or injury including death to the persons of the general public and anyone else deemed to be third party. The Contractor shall



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be liable for all legal liability for compensation and claims and other demands in respect of any accidental death or bodily injury and/or damage to property arising out of and/ or in connection with the performance of the Works and the Developer shall in no manner be liable and/or accountable for the same. To the extent required under law or otherwise as per the Good industry Practice appropriate insurance cover shall be maintained by the Contractor.

14) Labour & Regulatory Laws

The Contractor shall duly comply with and fulfill the requisite requirements under the applicable Labour & Regulatory Laws including without limitation of the government (central, state and local) rules, regulations, directions, policies, notifications (in short collectively "Labour & Regulatory Laws"). BOQ rates shall be inclusive of all such compliances under the Labour and Regulatory Laws. The Contractor shall submit to the Developer the necessary proof and documents evidencing due compliance under the applicable Labour & Regulatory Laws including that of PF & ESI to the extent applicable.

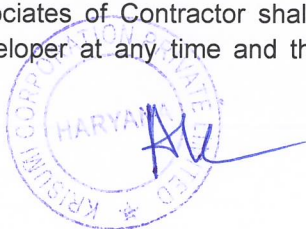
The Contractor shall be solely liable, responsible, and accountable for full compliance with the provisions of all Labour & Regulatory Laws including but not limited to the Payment of Wages Act, 1948, Employees Liability Act, 1938; Workmen's Compensation Act, 1923; Employees State Insurance Act, 1948; Employees Provident Fund Act, 1952; Industrial Disputes Act, 1947; the Maternity Benefit Act, 1961; the Contract Labour (Regulation and Abolition) Act, 1970; The Trade Union Act, 1926, and the Factories Act, 1948 or any amendments or modifications thereof or any other law relating thereto, from time to time and shall comply with all the rules and regulations as framed by any Government/Competent Instrumentality for protection of the health and welfare of the workers. The Contractor assumes all liabilities and obligations in this regard and shall fully indemnify and keep harmless the Developer and persons claiming through / under it in respect of every expense, liability or payment required to be made under applicable Labour & Regulatory Laws, rules or regulations existing or to be introduced and/or made applicable at a future date during the term/subsistence of LOA and the covenants thereunder. The Contractor shall at its own cost and expense obtain and keep a valid license for itself and the Developer under the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and under any other applicable law prior to the commencement of the Works and shall keep the same valid till the completion of the Works.

15) Indemnification

The Contractor shall be liable, responsible and accountable for and agrees to save the Developer (including its directors, employees, officers, servants, agents, consultants or their staff or authorized persons) and any other person moving in the Project Site harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, its directors, partners, employees, agents, servants, workmen, suppliers or any of its sub-contractors, or any person directly or indirectly employed or connected with any of them or arising in any way from the Works.

16) Relationship

Contractor acknowledges that it is acting for the limited purpose of the Contract/LOA. This LOA does not constitute the Contractor as a servant, employee, partner, a joint venture partner or an agent of Developer and the Contractor shall have no authority to bind Developer in any respect whatsoever and shall not hold itself/ herself/ himself out as owned by or associated with Developer other than an independent provider of the services mentioned herein authorized and permitted to render the said services on the terms and conditions herein set forth. None of the employees/ associates of Contractor shall be construed or deemed to be the employees/ associates of Developer at any time and the Contractor shall indemnify and hold harmless the Developer



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against any such claims by employees/ associates of Contractor. Contractor agrees not to do anything whereby any employee or servant of Contractor can, in law or otherwise, claim as against the Developer, relationship of employer and employee or any relationship similar thereto or claim any monetary or other benefits or claims from the Developer.

17) a) Compliance of Applicable Laws

The Contractor shall comply with the provision of all Labour and Regulatory Laws including without limitation the latest requirements of all the Acts, laws, any regulation or bye laws, or any local or other statutory authority applicable in relation to the execution of Work such as:

- Minimum Wages Act, 1948 (as amended from time to time).
- Payment of Wages Act, 1936 (as amended from time to time).
- Workmen's Compensation Act, 1923 (as amended from time to time).
- Contract Labour Regulation & Abolition Act, 1970; and Central Rules 1971 (as amended from time)
- Maternity Benefit Act, 1961 (as amended from time to time).
- Employee Provident Fund & Miscellaneous Provisions Act, 1952 and amendments thereof.
- Building and other Construction Workers (Regulation of Employment & Conditions of service) Act 1996
- Equal Remuneration Act, 1976
- Employee's state Insurance Act, 1948, ESI (Central) Rules 1950, ESI (General) Regulations 1950 and any amendment thereof.
- Any other act or enactment relating thereto and rules frames there under from time to time.

b) Contribution towards Employees Benefits, Funds etc.

The Contractor shall be liable to pay its contribution towards employee benefits funds in respect of all labour employed by it for the execution of the Contract and shall bear all expenses necessary to meet its obligations for making contributions toward employee benefits funds (such as provident fund, workman compensation benefits, ESI, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements.

b) Records

All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and the Developer whenever called for. The Contractor shall submit every month necessary receipts/ documentary evidence as may be required by the Developer. The Contractor shall also provide its P.F. registration number/ certificate to the Developer.

c) In case the Contractor fails to comply with above provisions as required by the authorities then the Developer shall be entitled to do so and recover such amounts including the associated costs incurred by them in doing so, from the Contractor.

The Contractor shall hold the Developer harmless & shall indemnify the Developer in case of any prosecution / claim for non-compliance under ESI (if applicable) / EPF [Workmen Compensation Act.

The Contractor shall pay all fees, charges etc. payable in relation to compliance of applicable laws/provision in execution of the Works and the Contract Price shall be inclusive of all such costs. The Contractor has fully satisfy itself as to such compliances and has taken due consideration of the same before quoting its final rates while giving his tender. Nothing extra shall be paid on these accounts.



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18) Safety

It would be a special term of LOA that the Contractor and its employees including sub-contractors shall, whilst on site, comply and adhere With all Health and Safety norms / legislation and follow the safety codes/guidelines. The Contractor shall be required to submit a method statement highlighting the method of executing the hazardous operations during execution of this Contract. The Contractor shall assume full liability, responsibility and accountability for the compliance thereof and any violation / non-compliance shall be to the account of the Contractor for any loss or damage arising there from and shall keep the Company fully indemnified and harmless in this regard.

19) Settlement of Disputes

Any dispute arising out of or touching upon or in relation to the terms of this LOA including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 (Fifteen) days, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators suggested by the Developer. In case the Contractor delays/neglects/refuses to select one of the names from the suggested names within 15 (Fifteen) days of intimation, the Developer shall be at liberty to appoint one of the proposed persons as a sole arbitrator, whose appointment & decision shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the Parties. The arbitration shall be held in English language at an appropriate location in Gurugram, Haryana.

20) Termination

The Developer may terminate the order under any of the following conditions with immediate effect.

- a. If the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency /bankruptcy, or,
- b. if the Contractor persistently fails to carry out the Works diligently, or fails to provide enough properly skilled workmen, proper materials, equipment, tools, or anything else necessary for the progress of the works in accordance with the approved construction schedule, or,
- c. if the Contractor is found guilty of a violation or breach of any provision of the LOA.

Notwithstanding the above, the Developer may terminate the LOA/works for convenience at any time without assigning any reasons other than for the same, without prejudice to any claims that the Developer may have against the Contractor, by giving the Contractor at least 3 (three) days' prior written notice thereof. In such event, the Developer shall pay the Contractor for such portions of the Works as may be completed by the Contractor. The Contractor shall also return to the Developer all unused materials, if any, issued free of cost for incorporation in the Works and confidential information (including drawings) provided to the Contractor in connection with this LOA.



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21. TAXES 1 VARIATION IN TAXES: Inclusive as mentioned in order copy.

22. Contractor Liability

The Contractor and all its subcontractors shall be liable, without any limitation, and shall indemnify the Developer for all loss and damage caused by employed and contractual Labour and other persons ("workers") under tort due to reason of unrest, strikes, commotion, loss or damage to third party life and property and consequential liabilities for delay of works in the project due to workers engaging in unruly and criminal behaviour or for any reason.

23. Entire LOA

This LOA constitutes the entire agreement between the Parties and no representations, terms, conditions or warranties not contained in this LOA shall be binding on the Parties. No agreement or addendum varying, adding to, or deleting from this LOA shall be effective unless reduced to writing and signed by both the Parties.

24. Protection of Environment

The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is at all times during the implementation of the Works and at its completion free from pollutants. The Contractor shall ensure inter-alia that neither the soil nor the ground water is polluted or contaminated by the use of the machinery operated on the Site or by the discharge of any dangerous or poisonous substances which are or are deemed to be hazardous to the environment. The Contractor shall comply with all the directions and decisions of the Project Manager in this regard. Any liability / claims arising out of non-compliance with the environmental laws and regulations shall be borne by the Contractor.

The Contractor shall take all precautions and preventive measures so as to conform to the Environmental and pollution norms as provided for under the applicable laws and the orders, directions, instructions guidelines etc. of the competent authority(ies) / Government authority(ies) / court of law and quasi-judicial authorities including those of the Hon'ble Supreme Court of India and the Hon'ble National Green Tribunal and shall assume full liability, responsibility and accountability for the compliance thereof and any violation / non-compliance shall be to the account of the Contractor for any loss or damage arising there from an shall keep the Company fully indemnified and harmless in this regard.

25. Fire Precautions

The Contractor shall take all precautions and preventive measures against fire hazards at the Site an shall assume full responsibility for any loss or damage arising there from.

26. Full adherence and compliance

The Contractor shall execute, construct, implement, perform and complete the Works in accordance with the Contract, and within the timeframe agreed to herein and shall be solely responsible for the supply of all labour, equipment, materials, plant and machinery, tools, transportation, form work, scaffolding and all other materials or services necessary for the



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proper execution, construction, implementation, performance and completion of the Works to the satisfaction of the Developer. The Contractor shall be fully responsible and liable for all matters including time delays in connection with or arising out of or being a result or consequence of the carrying out or omitting to carry out any part of the Works. Where any parts of the Works are to be executed by Sub-Contractors, the responsibility and liability of the Contractor shall cover and extend to such parts of the Works as are executed by such Sub-Contractors.

27. Professional Integrity and Team Spirit

It is the intent of the Developer that the Project and the Works under this LOA will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

Please confirm the acceptance along with the attachments of this order by signing the copies in duplicate and returning one set to us.

Thanking you,

Yours faithfully,

Acknowledged & Accepted

For 'Krisumi Corporation Pvt Ltd

For M/s Universal Services



(Authorised Signatory)

For Universal Services


Proprietor

(Authorised Signatory)