

300 Rs.

NON JUDICIAL STAMP

MEMORANDUM OF UNDERSTANDING

(For Garden & Landscaping Work)

This Memorandum of Understanding ("MoU") is executed on this ____ day of _____
20____

BETWEEN

_____, having its office at _____,
(hereinafter referred to as the "**First Party**", which expression shall include its successors and assigns)

AND

_____, having its office at _____,
(hereinafter referred to as the "**Second Party**", which expression shall include its successors and assigns)

WHEREAS

1. The First Party intends to bid for / has been awarded the work of **Garden & Landscaping** by the **Technical Officer, Parks and Garden, Ahmedabad** or any other competent authority.
2. The Second Party has expressed willingness to execute the **Garden & Landscaping Work** on behalf of the First Party at **mutually agreed item rates**, specifications, terms, and conditions as detailed in **Annexure-I**.
3. The parties hereby agree that the Second Party shall execute the said work strictly in accordance with the tender conditions, specifications, and instructions of the Engineer-in-Charge.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. Payment

The First Party shall pay the Second Party against each certified Running Account (R.A.) Bill as per the rates and terms mentioned in **Annexure-I**, after certification by the Engineer-in-Charge.

2. Time Completion

The Second Party shall complete the Garden & Landscaping work within the stipulated time as per the tender conditions.

3. Taxes & Deductions

The First Party shall deduct applicable taxes, duties, cess, or statutory deductions as per prevailing Central/State Government laws and issue necessary certificates.

4. Labour & Material Responsibility

The Second Party shall engage skilled labour, supervisors, and procure all materials, plants, fertilizers, tools, machinery, and equipment at its own risk and cost.

The Second Party shall be solely responsible for any accident, injury, or loss to labour, machinery, or third parties and shall indemnify the First Party against all claims.

5. Termination

Either party may terminate this MoU by giving **one (1) month's written notice**.

Accounts shall be settled within **seven (7) days** after termination.

In case of dispute, the matter shall be referred to a **sole arbitrator appointed with mutual consent**, and the decision shall be final and binding.

6. Delay & Penalty

Any penalty imposed by the Engineer-in-Charge due to delay attributable to the Second Party shall be borne by the Second Party.

7. Financial Liabilities

The First Party shall not be responsible for any loans, advances, or credit facilities availed by the Second Party.

8. Statutory Compliance

The Second Party shall be responsible for payment of all applicable taxes, duties, and statutory obligations related to Garden & Landscaping work.

9. Quality & Specifications

The Second Party shall execute the work strictly as per tender specifications. Any penalty, reduced rate, or loss imposed by the Department due to poor workmanship shall be recoverable from the Second Party.

10. Materials & Maintenance

All plants, soil, manure, grass, irrigation materials, tools, and accessories shall conform to approved specifications.

Surplus materials, debris, and waste shall be removed as instructed by the Engineer-in-Charge.

11. Supervision & Approval

All Garden & Landscaping works shall be subject to approval and supervision of the Engineer-in-Charge.

12. Measurement & Certification

Quantities, measurements, and payable amounts shall be certified by the Engineer-in-Charge and paid through R.A. and Final Bills.

13. Joint Responsibility

The First Party and Second Party shall be jointly responsible for quality and rectification of defects during the **Defect Liability Period**, as per tender conditions.

14. Replacement of Contractor

Prior approval of the Engineer-in-Charge shall be mandatory for relieving the Second Party or appointing a new landscaping contractor.

15. Standards & Workmanship

Good horticultural practices, proper plantation techniques, and maintenance standards shall be followed. A qualified supervisor shall remain present at site.

16. Maintenance & Survival Period

The Second Party shall maintain the landscaped area during the specified maintenance / plant survival period and replace dead plants free of cost.

17. Security Deposit

The First Party shall deduct **2% Security Deposit** from R.A. Bills and Final Bill, refundable after completion of the Defect Liability / Maintenance Period.

18. Binding Nature

Any additional clause imposed by the Government or Department shall be binding on both parties.

IN WITNESS WHEREOF

Both parties have executed this MoU at _____ on the date first mentioned above after fully understanding its contents.

SIGNATURES

For the First Party

Signature: _____

Name: _____

Seal:

For the Second Party

Signature: _____

Name: _____

Seal:

WITNESSES

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____