

Municipal Corporation S.A.S. Nagar
Opportunity for maintenance of park in CSR Mode

Municipal Corporation S.A.S. Nagar invites applications from interested agencies for the maintenance of following parks in Mohali under the Corporate Social Responsibility (CSR) model. This opportunity allows the selected agency to maintain and beautify the parks as per Government Policy/Guidelines. The initial contract period would be 2 years, extendable up to 4 years based on satisfactory performance.

Interested applicants are required to mention the specific park they intend to maintain, along with submitting a detailed Landscape Proposal. The interested firms/companies/nurseries/individuals may visit the website mcmohali.punjab.gov.in for detailed terms and conditions.

The following parks are available for maintenance under CSR mode:

1. Nature Park
2. Bougainvillea Park
3. Rose Garden
4. Neighbourhood Park
5. City Park

Interested applicants must submit the applications at mcmohalicsr@gmail.com by **30-09-2025, 5:00 PM**. A committee of officers will first evaluate the applicants' presentations, including their proposed plans and budget commitments. In case multiple applications are received for the same park and are found suitable, the final allotment shall be made through a draw of lots.

Application Form for Park Maintenance under CSR Model

1. Applicant Details

Name of the Organization: _____

Type of Entity: ☐ Company ☐ Nursery ☐ NGO ☐ Other: _____

Registered Address: _____

Contact Person Name: _____

Designation: _____

Phone Number: _____

Email ID: _____

2. Park Details

Name of the Park proposed for maintenance:

Number of parks already applied for (including this one): _____

3. Proposal Summary

Landscape Plan Summary (attach separately): _____

CSR Commitment : ₹ _____

4. Attachments Checklist

- ☐ Registration Certificate of Organization
- ☐ Landscape Proposal Document
- ☐ Authorization Letter (if signed by representative)

5. Declaration

I/We hereby declare that the information provided above is true and correct to the best of my/our knowledge. I/We agree to comply with all terms and conditions as prescribed by the Municipal Corporation S.A.S. Nagar under the CSR model.

Signature: _____

Name: _____

Designation: _____

Date: _____

Official Seal (if any)

Rules and Regulations as per Draft Agreement

This agreement is signed between Municipal Corporation S A. S. Nagar Mohali and _____. In the office of Municipal Corporation S.A.S.. Nagar, Mohali for maintenance of Center Median/Triangle/Park as follows :

Location:-

1. _____

Here after Municipal Corporation will be called party no.1 and _____ will be called Party No.2.

1) The Commissioner, Municipal Corporation, S.A.S. Nagar Mohali will be the Nodal agency for all purposes.

2) For Maintenance purpose the Municipal Corporation will not give any payment, manpower and machinery to the said company.

3) That the company shall maintain the said Park /Central Strip/Triangle/Chowk for the satisfaction of the concerned Engineer incharge of Municipal Corporation S.A.S. Nagar, Mohali as per the terms and conditions laid here in under:

(i) The Company shall not utilize or permit to utilize the said Central Strip/Triangle/Chowk belonging to Municipal Corporation, S.A.S. Nagar for any other purpose whatsoever except to maintain it as a green area. The company shall ensure that whatsoever that no encroachment is made in this park.

(ii) That the ownership control, possession and supervision of said Central Strip/Triangle/Chowk shall remain with Municipal Corporation S.A.S.Nagar and the company will only have the right to display its name on a small board of the size not more than 3'x1'6" on road side triangles and centre

strips as approved by the Commissioner or officer empowered by him and on his behalf. The number of such boards shall not be more than 2 sides for triangles and at 200 feet distance in case of Central strips on both sides and the board shall not be more than 4 no's on chowk. The inscription on the board shall be approved by the Commissioner Municipal Corporation S.A.S. Nagar, Mohali or any other officer authorized by him. The decision of the Commissioner Municipal Corporation, S.A.S. Nagar, Mohali or any other officer authorized by him shall be final and binding on party no. 2.

(iii) The Company shall not have any right title or interest in the greeneries of said Municipal Corporation S.A.S. Nagar Central Strip/Triangle/Chowk/Park nor shall I be demand to have possession or be considered as being conferred with any right time or interest in respect or said Central Strip/Triangle/Chowk expect the permission of maintain the said Central Strip/Triangle/Chowk for a period of 02 years (From XX- XX -2025 to XX - XX -2027)

(iv) That the Company shall prominently display that the said Central Strip/Triangle/Chowk is a property of Municipal Corporation S.A.S. Nagar. The fact the company has only been permitted to maintain the parks/Green belts/Central strips.

(v) That the Company shall bear the entire cost and expenses on the maintenance of the said Central Strip/Triangle/Chowk.

(vi) The Company shall be solely responsible for up keeping the said Municipal Corporation S.A.S. Nagar Central Strip/Triangle/Chowk in a neat and healthy condition to the satisfaction of Commissioner Municipal Corporation, SA.S.. Nagar, Mohali or any other officer authorized by him and The Company should not permit park for holding marriages & functions etc. The approval of Municipal Corporation S.A.S. Nagar shall be obtained from the Strip/Triangle/Chowk is to be used for any other purpose as defined in the agreement by party no. 2.

(vii) That the said Park/Green belts Central Strip/Triangle/Chowk shall be open to the general public without any restrain/ entry fee or prohibition

whatsoever. The company shall use the land of the Central Strip/Triangle/Chowk and cannot sublet the same for maintenance of the Central Strip/Triangle/Chowk to any other person, society, company, department, organization etc, and the association shall not enter into sub-agreement for maintenance etc. with others.

(viii) The contract of maintenance shall be originally for a period of two years. If the company performance is found satisfactory by the Engineer in charge in preceding years, this contract can be further extended for two more years 3rd year and 4th year on the same terms and conditions if both parties mutually agree for the same. That in the event of termination of agreement prior to agreed period or on expiry of period of the agreement for maintenance to the said Central Strip/Triangle/Chowk all assets (movable and immovable) shall vest with Municipal Corporation S.A.S. Nagar.

(ix) That company shall not remove or cut any plant, tree etc, including any other item from the said Park /Green belt

(x) That company shall not erect, construct or put any sort of structure, movable or immovable temporary or permanent or semi-permanent without the written consent of Commissioner Municipal Corporation S.A.S. Nagar, Mohali for the purpose of maintenance of the said Park/Green belt

(xi) That in case the company wants to install any pipeline, etc. for the maintenance purpose of Central Strip/Triangle/Chowk. The company cannot do so without the written permission of the Municipal Corporation S.A.S. Nagar, Mohali and expense there of shall be borne by the company itself and the company shall not claim any money, compensation for the same at the time of expiry of the agreement as referred to in para (viii) here -in above and the same shall become the property of Municipal Corporation S.A.S. Nagar.

(xii) That in case of any breach or violation of any terms and conditions of this agreement for the maintenance of the said park /Green belt . The agreement shall stand terminated and the decision of commissioner

Municipal Corporation S.A.S. Nagar Mohali shall be final and binding on both the parties. However. Before the initiation of termination proceedings the company would be give a 15 days showcase notice explain the position.

(xiii) That the company shall not be entitled to allow any other person to develop the Park/Green Belt or any part thereof. Even in the event of winding up of the company becoming insolvent or dissolved, the Agreement for maintenance of Park/Green belt shall stand terminated automatically and the transferees or assignees etc. of the company shall not be entitled to continue with the maintenance of the said Municipal Corporation SAS. Nagar and shall not Claire any right title or Interest in the Park/Green belt

(xiv) The Company shall be responsible for all damages or loss of property of the said Park/Green belt due to the reasons for which it or its servant are directly responsible and shall be liable to make good any loss or damage that may be sustained by Municipal Corporation, S.A.S. Nagar expect those due to normal wear and tear or such as caused by storms, earthquake or may natural calamity beyond its control. The decision of the Commissioner, Municipal Corporation, S.A.S.Nagar, Mohali with regard to the extend and quantum of compensation to be paid to the Municipal Corporation, S.A.S. Nagar shall be final and binding upon the company.

(xv) That all dispute and difference arising out of or any way touching or concerning the agreement, regarding maintenance of Park/Green belt otherwise hereinbefore provided for shall be referred to sole arbitration to Commissioner, Municipal Corporation, S.A.S. Nagar, Mohali. There will be no objection to any such appointment, that the arbitrator appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such. Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.

(xvi) The Company shall also abide by all the instructions and order issued by Commissioner, Municipal Corporation, S.A.S. Nagar, Mohali or any other officer authorized by him to it from time to time.

(xvii) That the company shall not use the flowers or any other fruit, plants etc, for sale for any commercial use and responsibility of agency is to keep Park/Green Belt from all encroachments/ misuse etc. The company shall dispose the bio waste at the designated sites as agreed by MC.

(xviii) That the Municipal Corporation, S.A.S. Nagar will not be responsible or liable for paying any compensation or damages to the company in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The Municipal Corporation, S.A.S. Nagar shall be free to remove or clean the land from all the features created by the agency or termination of the agreement.

(xix) That the Municipal Corporation, S.A.S. Nagar shall have no liability (Civil or criminal) in respect of any claim of any third person against the company in connection with the maintenance of the said Central Strip/Triangle/Chowk or party no.2.will be solely liable for the act done by any worker of party no.2 during the term of the agreement and party no. 1 will not be liable in any case.

(xx) That the Municipal Corporation, S.A.S. Nagar shall have the right to post its supervisor in the said Park/Green Belt at their discretion and its officers or Authorized representatives shall have access to it at all hours to the said Municipal Corporation, S.A.S. Nagar Park /Green Belt or any part thereof and the company shall have no objection whatsoever for the same.

(xxi) That the Municipal Corporation, S.A.S. Nagar shall be free to use the said Park/ Green Belt for any purpose whatsoever and the company shall not raise any objection to it on any ground whatsoever.

(xxii)The Municipal Corporation, S.A.S. Nagar shall be competent to dispose of or sell the timber, trees and other forests, produce etc of the said Park/Green belt being the owner thereof.

(xxiii) In cases of loss or damage of any kind of landscaping features, electrical fittings/Civil etc, provided by the Municipal Corporation S.A.S. Nagar, the company shall be held solely responsible for making good the loss as valued by the Dept. Assistant Engineer concerned of the area will be Ex-officio member of the company.

(xxiv) In case of any dispute arises with Municipal Corporation S.A.S. Nagar, the jurisdiction is of the Civil Court at Mohali.

(xxv). Party no. 2 will give a Bank Guarantee of Rs. 2 lac for developed chowk, Rs. 1 lac for developed Centre verge and Nil for Triangles in favour of Party no, 1 within 15 days from the date of agreement. This Bank Guarantee will be released after the completion of the contract for the entire satisfaction of the Engineer in charge. The Bank guarantee can be used/forfeited only in the case where MC property is damaged/removed like grills, trees and plantation.

(xxvi) The company shall, within thirty (30) days of the commencement of the agreement, prepare and submit to the Municipal Corporation (MC) a detailed monthly schedule outlining all planned maintenance activities, including but not limited to cleaning, Landscaping, and repairs. The company shall adhere strictly to this schedule unless otherwise agreed upon in writing by the MC.

(xxvi) The company shall be responsible for the planting and maintenance of native and drought-resistant species within the greenbelt. The company agrees to ensure that at least 80% of the plants survive and thrive throughout the duration of the maintenance period. Regular inspections shall be carried out to assess the survival rate, and the company shall take corrective action as necessary.

(xxvi) The company shall establish and implement sustainable water conservation systems. Including but not limited to drip irrigation and rainwater harvesting, to manage water resources effectively within the green belt. The company shall ensure that these systems comply with all relevant local and national environmental regulations and standards.

(xxix)The company shall conduct a bi-annual audit of its waste management practices and provide a detailed report of the findings to the MC for review. The audit shall include an assessment of waste reduction measures, recycling programs, and overall compliance with waste management policies.

(XXX)The company shall implement all necessary safety measures within the green belt to ensure the safety of workers and visitors, including but not limited to the installation of adequate lighting, signage, and other safety features as deemed necessary. The company shall be responsible for regularly inspecting and maintaining these safety measures.

(xxxi) The company shall organize a minimum of two (2) public awareness or community engagement programs per year related to environmental conservation or waste management. These programs shall be open to the public, and the company shall report the details of these programs to the MC within thirty (30) days of their completion.

(xxxii) Upon the conclusion of the agreed maintenance period, the company shall provide a detailed handover report to the MC. This report shall include comprehensive documentation of all activities undertaken, infrastructure installed, and the current status of the green belt, as well as any recommendations for future maintenance.

(xxxiii) The company shall submit a quarterly progress report to the Commissioner's office detailing maintenance activities, waste management efforts, and any other initiatives undertaken. The report shall be submitted within fifteen (15) days following the end of each quarter.

(xxxiv) The company shall obtain prior written approval from the Commissioner for any proposed structural changes or additions within the greenbelt. Any changes made without the necessary approval shall be considered a breach of this agreement and may result in penalties or corrective actions as deemed appropriate by the MC and the agreement will stand terminated.

(xxxv) That the party no.1 can widen the road adjoining park/green belt for smoothening the traffic and in these circumstances the Park/Green Belt can be reduced or abolished in the interest of the general public and in these circumstances the agreement will stand terminated and the party no 2 will not claim compensation from party no 1.