

**NOTICE INVITING BIDS/TENDERS FOR PROVIDING HOUSEKEEPING, MAINTENANCE,  
REFUBISHING & CATERING SERVICES AT INDIAN BANK EXECUTIVE GUEST HOUSE  
AT M-3, GREEN PARK MAIN, NEW DELHI-110016**



**ZONAL OFFICE, PREMISES DEPT. WORLD TRADE CENTER, BABAR ROAD,  
NEW DELHI – 110001**

**TEL. NO. 23412095. 23413956 FAX 23413392**

INDIAN BANK INVITES SEALED BIDS/TENDERS (IN TWO PART BID SYSTEM – TECHNICAL BID AND FINANCIAL BID) FROM COMPETENT AND EXPERIENCED CONTRACTORS (CONTRACTOR SHOULD PRESENTLY HAVE PSB/PSU/OTHER REPUTED ORGANISATION'S GUEST HOUSE MAINTENANCE & CATERING CONTRACT) HAVING SOUND FINANCIAL / TECHNICAL CAPACITY FOR HOUSE KEEPING, REFURBISHING, MAINTENANCE AND INHOUSE CATERING SERVICE AT OUR BANK'S EXECUTIVE GUEST HOUSE AT M-3, GREEN PARK MAIN, NEW DELHI) (CONSISTING OF 8 GUEST ROOMS, 1 D/D AND 1 MEETING ROOM).

THE TENDER FORM ALONG WITH GENERAL TERMS & CONDITIONS IS APPENDED BELOW. THE COST OF TENDER FORM IS RS. 500/- (NON REFUNDABLE) PAYABLE BY WAY OF DEMAND DRAFT FAVOURING INDIAN BANK PAYABLE AT DELHI, IS TO BE ENCLOSED WITH THE TENDER.

TENDER FORMS ARE TO BE SUBMITTED AT THE SAME ADDRESS IN TWO SEPARATE SEALED COVERS CONSISTING OF **1. TECHNICAL BID** ALONG WITH REFUNDABLE EMD OF RS.5000/- AND ANOTHER FOR RS 500/- TOWARDS COST OF TENDER, BY WAY OF DD/BPO FAVOURING, INDIAN BANK PAYABLE AT DELHI, **2. FINANCIAL BID**, LATEST BY **23.02.13 BY 02.00 PM** (BOTH THE COVERS SHOULD BE KEPT IN ONE SEALED COVER MARKED "**BIDS FOR HOUSEKEEPING OF GUEST HOUSE**").

INCOMPLETE TENDERS, LATE TENDERS AND TENDERS NOT ACCOMPANIED BY REQUISITE EMD AND COST OF TENDER (APPLICABLE IF THE TENDER FORM IS DOWNLOADED FROM OUR WEBSITE) IN THE FORM DD/BPO FAVOURING INDIAN BANK, ARE LIABLE TO BE REJECTED. THE BANK RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/TENDERS WITHOUT ASSIGNING ANY REASONS WHATSOEVER.

TEDERS FROM AGENTS / BROKERS WILL NOT BE ACCEPTED .

**GENERAL MANAGER & ZONAL MANAGER**

**PART 1**  
**TECHNICAL BID**

**Housekeeping, refurbishing, maintenance & catering services at Indian Bank's  
Guest House at M-3 Green Park Main, New Delhi.**

1.	Name of the firm	
2.	Constitution	
3.	Complete Address	
4.	Telephone, Fax, e-mail etc.	
5.	Name & Address of the proprietor / partners / directors	
6.	Name of the contact person with mobile number	
7.	Year of Establishment	
8.	Income Tax PAN / TAN No.	
9.	Service Tax No.	
10.	Registration Details of the Firm/Company	
11.	EMD (Earnest Money Deposit) details	
12.	Experience	
13.	Total turnover for the last 3 years (Financial Year wise -- Rs. in lacs)	2009-10 2010-11 2011-12
14.	Main Clients -- present / past (if space is insufficient please give details in separate sheet)	

**Note: Before filling the bid/tender, please read the general terms & conditions (with Annexures I to V) for housekeeping, maintenance, refurbishing & catering services contract for Executive Guest House of Indian Bank at M-3 Green Park Main, New Delhi, enclosed herewith.**

**Verification:** I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing any false information or suppression of any material information, the bid shall be liable for rejection the Bank. Further bank reserve its right to reject any or all the bids/tenders without assigning any reason thereof.

Date:

Signature of Tenderer or  
his Authorized Person

Place :

(with stamp of the firm / organization)

**PART II**  
**FINANCIAL BID**  
**SCHEDULE OF RATES**

<b>Particulars</b>	<b>Rate (Rs.)</b>	<b>Rate in words (Rs.)</b>
<b>Housekeeping, Refurbishing &amp; Maintenance charges per month</b>		
Service Tax, if any		
<b>Catering Service (In house)</b>		
1. Bed Tea / Coffee ( 150 ML.)		
2. Coffee (150 ML.)		
3. Lunch (Chapatis, rice, 2 veg dish or 1 veg and 1 non veg dish, curd, salad, seasonal fruit chat		
4. Breakfast per head per day		
5. Snacks (Bonda/Samosa/Cutlet etc.) with Tea / Coffee (150 ml.)		
6. Dinner per head per day (Chapatis, rice, 2 veg dish or 1 veg and 1 non veg dish, curd, salad, supper/sweet		
7. Fresh fruit juice (200 ml)		

**Note: Before filling the bid/tender, please read the general terms & conditions (with Annexures I to V) for housekeeping, maintenance, refurbishing & catering services contract for Executive Guest House of Indian Bank at M-3 Green Park Main, New Delhi, enclosed herewith.**

Date:

Signature of Tenderer or  
his Authorized Person

Place :

(with stamp of the firm / organization)

**GENERAL TERMS AND CONDITIONS FOR HOUSEKEEPING MAINTENANCE,  
REFURBISHING & CATERING SERVICES CONTRACT FOR GUEST HOUSE OF  
INDIAN BANK AT M-3 GREEN PARK MAIN, NEW DELHI**

1. The contractor should have at least 3 years experience in similar services i.e. housekeeping/maintaining Guest House(s) & providing in-house catering services at the Guest House(s) of Public sector Undertakings/Banks/Reputed Companies etc and should be presently providing above services in Guest House(s). Bids of the contractors not having above experience will be rejected.
2. The contractor agrees and undertake to render the specialized services for refurbishing, maintenance and catering of the Guest House of Indian Bank at M-3, Green Park Main, New Delhi, as per the requirements and satisfaction of the Bank from time to time.
3. The contractor to provide cleaning material, liquid soap in toilets, disinfectants, room fresheners/room deo, tissue papers, crockery, utensils etc at his cost.
4. The contractor undertakes to obtain any licence, permit, consent, sanction etc. as may be required or called for from / by local or any other authorities from time to time for doing such work. The contractor undertakes to obtain such permission / licence as may be required under the Contractor Labour (Regulation and Abolition) Act, 1910. The contractor undertakes to produce the permission / licence etc. so obtained to the Bank or first copies thereof as and when required by the Bank. The contractor also undertakes to keep and get renewed such licence, permission etc. from time to time. The contractor shall be responsible for any contravention of the local / municipal / other laws / rules / regulations.
5. The contractor agrees and undertakes to bear all the taxes, rates, charges, levies, claims whatsoever as may be imposed by the State / Central Government or any local body or authority. The contractor agrees to furnish proof of such payments and compliance of the obligation including registration, certificate, clearance certificate etc. that, may be required by the Bank from time to time.
6. The contractor shall keep the Bank indemnified against all the claims and liabilities, if any, mentioned in clauses 2 & 3 as aforesaid.
7. The contractor shall devote his full attention to the work of purchase, preparation of food, beverages and shall discharge his obligations under this agreement most diligently and honestly.
8. The contractor shall provide uniforms to his staff and wearing of uniforms is compulsory for the staff during their working hours. Prior approval from the Bank may be taken for the colour and pattern of the uniform.
9. The contractor and all his employees shall at all times, during the continuance of this agreement, obey and observe all the directions and instructions which may be given by the Bank concerning any aspect of catering services / maintenance / refurbishing of the Guest House.
10. The contractor shall appoint adequate number of healthy cooks, waiters, room boys, servants, plumbers, electricians, dry-cleaners, carpenters and other essential maintenance staff etc. who will be his employees only and the Bank does not have

anything to do with their employment and their services should be available as and when required.

11. The contractor shall keep and maintain proper books of accounts, supported by vouchers, so that the same may be available for inspection by any authorised person of the Bank.
12. The contractor has to carry out the contract on his own and shall not assign or sub-contract without prior written approval of the Bank. In case the performance of the contractor is found unsatisfactory, the Bank shall have the right to terminate the agreement without giving any notice to the contractor and without any compensation. The Bank shall be the sole authority to decide and judge on the quality of service rendered by the contractor.
13. All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparing the food and beverages and all the disputes and difference which shall arise either during or after the agreement period or any other matter arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Bank. The contractor hereby agrees to be bound by the decision of the Bank.
14. Nothing contained in this agreement is intended to be nor it shall be construed to be a grant, demand or assignment in the law of the premises or any part thereof by the Bank to the contractor or his employees and the contractor and his employees and the contractor and his employees shall vacate the same on the termination of the agreement period either by flux of time or otherwise.
15. The Bank shall have the right to withhold any reasonable sum from out of the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of the Bank as to payment of all statutory and other dues or compliance with other obligations.
16. The agreement shall be in force for a period of two years from date of awarding the contract and it may be extended for such further period and on such terms and conditions as may be mutually agreed upon by the parties hereto. The Bank reserves the right to terminate the contract by giving fifteen days notice at any time even during the contract period and the renewal of contract will be purely at the discretion of the Bank.
17. **Security Deposit:** The contractor shall deposit with the Bank a sum of Rs. 1,00,000/- (One lakh only) as "Interest free Security Deposit" for securing proper maintenance, room services, refurbishing and other arrangements. If the contractor fails to perform his functions stipulated in this contract properly to the satisfaction of the Bank or any loss, damage pilferage, theft etc. occurs in the premises or for any of the losses or damages either liquidated or unliquidated, the Bank can initiate proceedings against the contractor for the recovery of damages / losses and the Bank can, in addition to all such remedies, forfeit the security deposit. On the question whether loss or damage is caused or not, the opinion of the Bank shall be final. Security deposit or balance of security deposit, after recoveries shall be returned upon termination / cancellation / end of contract within three months.
18. The contractor has to appoint suitable persons (1 Manager cum Receptionist, 1 Cook, 2 Room Service Boys, 1 Helper cum sweeper, 1 Gardner) approved by the bank to be in overall charge of all his responsibilities and to take necessary instructions from

time to time / whenever necessary from the Bank. The said persons will be the employees of the contractor only and the Bank does not have anything to do with their employment. Either the contractor himself or his representatives mentioned above shall be present throughout, day and night.

19. Any contribution as and when levied by ESI authorities or PF authorities in respect of the employment of persons engaged by the contractor or any other areas connected with their service conditions shall be exclusively borne by the contractor without any claim for reimbursement from the Bank. The contractor alone shall be liable to pay any bonus / any other statutory payments required to be made to the staff employed by him.
20. If the contractor is unable to serve effectively because of strike or go-slow by his staff, it shall be open to the Bank to terminate the contract forthwith besides claiming damages and this would be adjusted from and out of the security deposit.
21. The contractor shall take necessary insurance for the staff engaged by him for this contract.
22. The contractor shall arrange for substitutes if any of his staff is absent due to leave or sickness.
23. At guest house suitable personnel should be posted to attend to the inmates most of whom are high dignitaries / Government officials / Directors / Executives of our Bank. The Manager / Receptionist should be made available 24 hours on shift basis and they should be well-versed in English and Hindi. They should attend to allotment of rooms / suits, receiving of charges, billing etc. as per our guidelines.
24. The contractor and his employees should use only the room / space allotted to them for their office/godown purposes by Bank.
25. The contractor shall use his own books, forms and stationery etc.
26. The contractor has to bear day-to-day expenses towards disinfectants / perfumes.
27. The contractor shall liaise with any other persons / firms / contractors and / or their employees, engaged by the bank for any specific work and report to the bank any deficiencies / aberrations on their part.
28. The contractor and his employees should use only the infrastructure provided in the contract.
29. The contractor should use his own phone for his personal use.
30. Manager / Receptionist has to attend to the job of Telephone Operator also.
31. INDIAN BANK INVITES SEALED BIDS/TENDERS (IN TWO PART BID SYSTEM – TECHNICAL BID AND FINANCIAL BID) FROM COMPETENT AND EXPERIENCED CONTRACTORS (CONTRACTOR SHOULD PRESENTLY HAVE PSB/PSU/OTHER REPUTED ORGANISATION'S GUEST HOUSE MAINTENANCE & CATERING CONTRACT) HAVING SOUND FINANCIAL / TECHNICAL CAPACITY FOR HOUSE KEEPING, REFURBISHING, MAINTENANCE AND INHOUSE CATERING SERVICE AT OUR BANK'S EXECUTIVE GUEST HOUSE AT M-3, GREEN PARK MAIN, NEW DELHI) (CONSISTING OF 8 GUEST ROOMS, 1 D/D AND 1 MEETING ROOM).

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TENDER FORMS ARE TO BE SUBMITTED AT THE SAME ADDRESS IN TWO SEPARATE SEALED COVERS CONSISTING OF **1. TECHNICAL BID** ALONG WITH REFUNDABLE EMD OF RS.5000/- AND ANOTHER FOR RS 500/- TOWARDS COST OF TENDER, BY WAY OF DD/BPO FAVOURING, INDIAN BANK PAYABLE AT DELHI, **2. FINANCIAL BID**, LATEST BY 23.02.13 **BY 02.00** PM (BOTH THE COVERS SHOULD BE KEPT IN ONE SEALED COVER MARKED "**BIDS FOR HOUSEKEEPING OF GUEST HOUSE**").

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## ANNEXURE I

1. Breakfast consisting of coffee / tea with two tiffin items (both vegetarian & non-vegetarian) with one fruit (banana, orange etc.) as per the menu to be discussed and approved by the Bank.
2. Lunch and dinner consisting of chappati / poori and rice with curries, two side dishes, sambar, rasam and curd alongwith the dessert / sweet and non-vegetarian dish once either for lunch or for dinner as per menu to be discussed and approved by the Bank.
3. If any of the item / items supplied for the breakfast, lunch and dinner which are, in the opinion of the Bank, substandard or of inferior quality, the Bank reserves to itself to cut the prices of any particular item in full or in part.
4. If the food stuffs, in the opinion of the Bank, are inadequate to the number of persons taking the breakfast, lunch and dinner, the Bank reserves itself the right to deduct proportionate charges for inadequate items. The Bank's decision will be final on these matters.
5. The dining hall and utensils should be kept clean and hygienic.
6. The contractor should arrange for requisite supply of utensils, vessels, flasks, cutlery, crockery, fuel supply etc. at his own cost.
7. The details of menu for the Guest House is given in Annexure IV. The contractor should give a break up of the cost.
8. Cost will be deducted (as per the break – up) for whichever service not rendered.
9. In the Guest House, room service should be given throughout day & night.
10. Appointment of suitable persons will be the responsibility of the contractor and if any employee of the contractor does not render services to the satisfaction of the Bank, the Bank reserves the right to direct the contractor for removal of such person and replacement.
11. Things to be brought by the Caterer for rendering catering service:  
Cooking vessels, choppers, juicer, grinder, cutters, pans, buffet serving container & heating system. Lunch / breakfast / dinner plates of good & standard quality. Spoons, forks, knives, ice cream cups, tumblers, tooth picks. Tea / coffee cups with saucer, tea pots for serving beverages. Coffee / tea drums / flasks, water jugs, trays / table cloth / serviettes etc.
12. Other terms :
  - a) Prior approval of the Bank shall be taken for the usage of a particular brand of each item.
  - b) Standard brand of refined oil should be used for cooking.
  - c) Defective crockeries to be replaced immediately. If not done, the Bank shall do it at the cost of the contractor and deduct the same from the bill amount.



- d) Table Salt, pepper, red chili powder and pickle in suitable small containers should be provided on Dining table.
- e) Dining table should be provided with a bowl of butter or ghee, chutney, pickle, jam and sauce bottle (Kissan/Maggi brand) when food items served are to be taken alongwith sauce jam, butter, chutney etc.
- f) The Bank reserves the right to change the brand of provision etc. to any standard brands.
- g) Maintenance of kitchen hygiene is a must. Any laxity in this regard will be viewed seriously and when the work is undertaken by the Bank, expenses incurred will be recovered from the bill amount.
- h) Non-vegetarian and vegetarian food to be cooked and served separately.

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**Scope of Services at Contractor's cost**

1. Maintenance of Guest registers for Bank perusal.
2. Refurbishing of rooms and other areas.
3. Pest control treatment as and when necessary, at least once in a month.
4. Changing of linen on alternate days and when the guest vacates & getting the used linen laundered & Ironed.
5. Laundering/dry cleaning of curtains once in two months.
6. Cost of refilling of gas cylinders for cooking purpose shall be borne by the contractor.
7. Cleaning of fans, AC units, overhead tanks, water coolers, refrigerators and other kitchen equipments twice in a month and changing bulbs / tubes shall be done as and when necessary. Cost of bulbs/tubes will be borne by bank.
8. Providing adequate manpower to serve effectively.
9. If the contractor is unable to serve effectively because of strike or go-slow by his staff, it shall be opened to the bank to terminate the contract forthwith.
10. Providing sanitary items, room freshener, naphthalene balls, liquid soap etc. in bathrooms, lavatories, urinals etc. to keep them hygienically clean.
11. Making proper arrangements for disposal of waste and refuse.
12. Regulating the entry of Guests into the Guest House and maintenance of registers for room allotment, provision of water to the premises and to rooms and also room service in general. For room service, minimum one person is to be provided round the clock.
13. Upkeep of TV, Radio, VCR, Window AC units, Fax machine, heaters etc and control over magazines, newspapers and other Bank materials.
14. The contractor will be responsible for any pilferage, loss, and theft of furniture, electrical equipments or any other article from the premises. Normal usage of all equipments including TV, Radio, VCR, AC units to be supervised by the contractor. The contractor shall undertake not to use the infrastructure provided by the Bank without the permission of the Bank for any purpose other than the Bank's use.
15. The contractor further undertakes to provide the services of watering and maintaining the plotted plants inside the main building.
16. Washing charges for linen, towels, curtains, blankets, bed sheets, pillow covers are to be borne by the contractor. News papers are to be provided by the contractor. Flower pots in the rooms, decoration as and when required., woolen blankets should be dry cleaned at contractor's cost.

17. The Manager of the contractor at the Guest House shall maintain liaison with a reputed travel agency and shall render booking of ticket / reservation / cancellation services to the occupants at nominal charges, to be collected from the occupants. The Manager should also arrange for a taxi, upon the request of the occupants, for travelling within the city and railway station / airport.
18. Contractor shall carry out operation and daily maintenance of minor nature of the genset installed at the Guest House by bank.

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## **ANNEXURE III**

### **The Bank agrees to provide certain items and facilities as described below:**

1. Premises and furniture, including dining tables, chairs, water coolers, refrigerators, gas connections etc. However, the contractor undertakes to have a control over the maintenance of all the items including gas cylinders (refills to be arranged by the contractor at his cost) and in case of any loss or damage to Bank due to improper operation / maintenance of the equipments, the contractor is solely responsible.
2. Mattresses, hangers and other linens in the rooms.
3. Bulbs and tubes as and when required.
4. Sports and recreation equipments as may be decided upon.
5. Cost of spares and replacements to all equipments and furniture will be borne by the Bank. However, the contractor has to make available services of the plumber, carpenter, electrician etc as and when required.
6. All water / electricity bills will be paid by the Bank. In case of arrangement of water from external sources by the contractor at the time of water shortage, reimbursement of charges for the transport and cost if any shall be paid by the Bank. The contractor shall produce the relevant vouchers and bills on such occasions.

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## **ANNEXURE IV**

1. One Gardner/Mali on part time/need based shall be appointed by contractor at his cost for continuous maintenance of garden / lawn / flower pots etc.
2. The Bank shall reimburse any additional expenditure such as fertilizers/seeds/plants etc. and such expenditure shall be incurred only with the prior approval of the Bank. Necessary vouchers / bills supporting the expenditure shall be submitted, if asked by the Bank.
3. Road shall be swept on daily basis and the contractor shall ensure cleanliness of the road at all times.
4. Waste and refuse shall be disposed suitably as per local Municipal Byelaws.

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**ANNEXURE V****CATERING ITEMS FOR GUEST HOUSE**

<b>S.N.</b>	<b>ITEM</b>	<b>TENTATIVE TIME TO BE SERVED</b>
1.	Bed Tea / Coffee (150 ml.)	6.00 AM
2.	Breakfast : - a) Bread toast with butter & jam (or) Bread sandwich with vegetables & butter (or) Bread sandwich toast and Vegetarian items like idli-vada or pongal-vada, or dosa vada, or kichidi vada or onion oothappam etc. b) Coffee / Tea (150 ml.)	08.00 AM to 10.00 AM
3.	Lunch : - (a) Soup (b) Salad and raita (c) Chappati or poori (d) Variety rice like pulav, lemon rice, bisi bela bath etc. (e) One vegetarian side dish to go with chappati / poori (f) One vegetable for rice (g) Curd rice (h) Pickles (i) Papad (j) Extra option : Fresh Fruits	12.30 PM to 02.00 PM
4.	Snacks (Bonda/Samosa/Cutlet/Bajji etc.) with	04.00 PM to 06.00 PM
5.	Dinner : - a) Chappati b) One side dish for chappati c) Plain rice d) Sambar / vathal kozhambu / morkozhambu e) Rasam f) Two vegetable dishes g) Papad h) Pickle i) Curd j) Dessert like ice-cream / fruit salad and fruits	07.30 PM to 9.30 PM

All items are unlimited except desserts, curd, soup, fruit juice, and evening snacks. The above timings are only indicative which may be changed as and when required by the bank.

**FORMAT OF AGREEMENT FOR HOUSEKEEPING, REFURBISHING,  
MAINTENANCE & CATERING SERVICES CONTRACT FOR INDIAN  
BANK'S EXECUTIVE GUEST HOUSE  
AT M-3, GREEN PARK, NEW DELHI 110 016.**

The Refurbishing, Maintenance & catering Agreement executed on ..... between Indian Bank, a body corporate constituted under Banking Companies (Acquisition & transfer of undertakings) act, 1970 having its Corporate Office at 254-260 Avvai Shanmugam Salai, Royapettah , Chennai 600 014 and its Zonal Office at World Trade Center, Babar Road, New Delhi 110001, and the Service Provider M/S .....hereinafter called the contractors represented by Mr. .... on the other part, which term shall mean and include its successors and assigns.

WHEREAS the Bank is having a Guest House at the above said premises.

WHEREAS the Bank and the contractor have entered into a Refurbishing, Maintenance & Catering contract and they intend to reduce to writing the terms and conditions of the said contract.

Now, this deed of agreement witnesseth that in consideration of the above premises, the parties hereby covenant with each other to observe and perform and adhere to the following terms and conditions that is to say:

- a) The contractor shall provide Refurbishing, Maintenance & Catering as per the general conditions mentioned in Annexure A
- b) The contractor shall provide Refurbishing, Maintenance & Catering as per the general conditions mentioned in General Terms & conditions for maintenance of Guest house and Annexures thereto
- c) The contractor agrees to arrange to do the Refurbishing, Maintenance for Guest House as per the conditions mentioned in Annexure II.
- d) The bank agrees to provide certain items and facilities as per Annexure III.
- e) The contractor agrees to maintain the lawn, garden, and road as per the conditions mentioned in Annexure IV.
- f) The Bank agrees to pay the contractor as quoted in Schedule of rates, on performance of the work to the satisfaction of the Bank.
- g) The contractor agrees to abide by stipulations regarding catering in Annexure VI.
- h) The contract will be in force for a period of ..... years from ..... to .....

The contract can be terminated without assigning any reason by a party of the second part by giving clear two months notice in writing and by the party of first part, by giving notice of fifteen days in writing.

IN WITNESS WHEREOF the parties here to have hereunto set their hands the day and year first above written.

Signed and delivered by \_\_\_\_\_ its  
by the hands of Shri \_\_\_\_\_  
and constituted attorney in the presence of:

1.

2.

Signed and delivered by the hands of Shri \_\_\_\_\_ proprietor / partner  
of \_\_\_\_\_ in the presence of:

1.

2.