

**SERVICE LEVEL AGREEMENT FOR PRINTING & DELIVERY OF NON-  
PERSONALISED CHEQUE BOOKS, TDR, FCNR, DD and BC WITH PRINTER'S  
PAPER**

This agreement is entered into on \_\_\_\_\_, by and between **Bank of Baroda**, a Body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Registered Office at Mandvi, Vadodara & Head Office situated at Baroda Bhawan, R.C.Dutt Road, Alkapuri, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, hereinafter referred to as the '**Bank**' which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns of the one part

AND

\_\_\_\_\_, a Company registered under the Companies Act, 1956 having its registered office at \_\_\_\_\_ and printing presses at \_\_\_\_\_

(Herein after referred as the 'Printer') which expression shall unless repugnant to the context or meaning thereof shall include its legal heirs, successors, assigns, executors, liquidators, official assigns etc. of the other part.

WHEREAS, the Bank empanels several printers for the purpose of printing of security forms/papers which are used by the bank in the normal course of business.

AND WHEREAS, the Bank issues several work orders to the empanelled printers. For this purpose of **Printing & Delivery of Non-Personalized Cheque Books, TDR, FCNR, DD and BC with Printer's paper** Bank has floated RFP on 16-12-2020.

AND WHEREAS the printer has represented the Bank through their tender dated ---- that it has requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out printing and delivery of Non-Personalized Cheque Books, TDR, FCNR, DD and BC for the use of Bank.

AND WHEREAS the Bank relying on the above representation and request of the printer agreed to appoint ----- (Printer's Name) as printer for Printing & Delivery of Non-Personalized Cheque Books, TDR, FCNR, DD and BC of Bank on the terms and conditions detailing the respective rights and obligations in connections with the Printing & Delivery of Non-Personalized Cheque Books, TDR, FCNR, DD and BC with Printer's paper into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. The Bank shall issue specific work orders to the printer from time to time for printing of Non-Personalized Cheque Books, TDR, FCNR in form of books or on running continuous stationery, DD and BC with Printer's paper. The printer should ensure that the MICR paper which is used for printing of security forms i.e, Non Personalised Cheque Books, DD and BC should be as per Banks specifications given in RFP.

**MICR security paper (95 GSM) with water marks of Bank's Logo and name in Hindi & English and "CTS- INDIA"** for Cheques, Banker's Cheques and Demand Drafts shall be arranged by Bidder as per the requirement **(MICR Paper should be procured from IBA Approved Security Paper Supplier by the Bidder & Bank will not provide MICR Paper. However, Bank may give authority for purchase of MICR paper with water marks of Bank's Logo and name in Hindi & English and "CTS- INDIA" if required)**. All cheques including Banker's Cheques and Demand Drafts shall be printed with branch name and also having "VOID" pantograph and three Bank's UV logo. FCNR & TDR continuous leaves would be printed without branch name. Printing will be as per Bank's design.

2. The printer has to obtain NPCI's approval against the sample Non-Personalized Cheques, DD and BC etc. printed by them and the same is required to be submitted along with sample security forms to the bank for verification and allotment of work order.

3. Printers should ensure that sufficient stock of MICR paper is there for executing of our work orders. Bank may ask the details and stock of the paper held with the Printers if required.
4. The printer specifically agrees with the Bank that:
  - a. The Printer undertakes that they shall carry out the services with due diligence, efficiently and with utmost care according to the high standards acceptable to such services and to the full satisfaction of the Bank.
  - b. The Printer shall adhere to and observe strict security norms both inside the press and outside the said premises as specified by RBI/IBA from time to time and shall take utmost care of the entire stock of paper in accordance with the practice and procedure followed in connection with such type of activity.
  - c. The Printer undertakes that they and their employees shall maintain utmost secrecy in respect of the each work order for printing undertaken by them including design, artwork, water-markings etc. and shall not divulge the same to any person. The duty of confidentiality shall survive even after the term of this Agreement.
  - d. Printers should ensure that sufficient stock of MICR paper is there for executing of our work orders. Bank may ask the details and stock of the paper held with Printers if required
5. The Printer shall ensure that the Non-Personalized Cheque Books, TDR, FCNR, DD, BC/ security forms or instruments are printed properly as per the specifications given by the Bank in each specific work order and do contain proper serial numbers and shall be free from any mistakes, duplication of serial numbers etc. and also ensure that the printed security paper strictly adheres to MICR/Non MICR specifications in accordance with the guidelines issued by RBI/IBA/Bank including CTS 2010 standard or as and when changes take place and shall arrange for thorough and meticulous checking of the serial numbers and other features before packing of the printed security forms.

The Bank may depute an officer/s from the Bank for verification of printing of security forms at the press any time. Any discrepancy found from the order placed will have to be rectified at the printer's cost without prejudice to any Rights/Claims of the Bank.
6. The printer shall deposit **Rs.5,00,000/- (Rupees Five Lacs only)** with the Bank as Security Deposit. The said deposit shall be taken in form of fixed deposit for two years issued by the Bank i.e. Bank of Baroda, bearing applicable interest rate at the time of depositing. **The Security Deposit taken by the Bank shall be returned after three months from the date of successful completion of work/ contract and in case of any loss to the Bank due to non-compliance of the terms & conditions as agreed between the parties, it shall be liable to be forfeited straight away.**

7. After completion of the execution of a specific work order, the printer shall arrange for packing of the printed security forms in a tamper proof shrink packing of polythene bags and shall arrange for neatly packing the same in corrugated box of 6 ply which are again covered with water proof stretchable plastic packing bags/ gunny bags. A slip showing the contents shall be pasted outside the corrugated box to enable the recipient office to know the contents without opening the packets. The printer shall arrange for dispatch of such neatly packed stock of printed security forms to the Bank/or the branches/or offices of the Bank in accordance with the instructions issued by the Bank from time to time in prescribed time, as per the time lines mentioned in the **Annexure-I** to this Agreement.

8. (A) The Printer shall arrange to supply stock of the printed security papers strictly in accordance with the instructions of the Bank through IBA approved transporter/Post Offices/ Bank's approved Couriers on door delivery basis at its own risk. The charges for transportation on door delivery basis shall be paid by the Bank to the Printer. Any shortage reported by the consignee\_(i.e . concerned office of the Bank) shall be on account of the Printer and the Printer shall be liable to make good the said loss to the Bank. The Bank shall be entitled to recover the amount of loss as reported by the consignee from any amount payable by the Bank to the Printer. The printer should take insurance on loss of transit and copy of insurance should provide to the Bank. In the event of loss or pilferage of the stock of the printed security papers during the course of transit or transportation, the Printer shall also arrange for lodging FIR with the appropriate police authorities concerning the loss of any consignment or part thereof and shall also initiate necessary legal action as may be required or warranted in connection with the loss of consignment or part thereof.

**(B) Minimum Chargeable weight:**

The concept of minimum chargeable weight is to be implemented for supply of security forms.

The minimum chargeable weight is set at 1.5 Kg per consignment.

It is the Minimum weight to be charged by the Bidder for supply of security forms per consignment to Branches/Offices in PAN India.

If the weight of the consignment is greater than that of minimum chargeable weight then the Bidder shall charge on "Actual Weight" basis above the minimum chargeable weight.

(C) The Non-PCBs, DD & BC will be dispatched and delivered to Branches, TDR/FCNR will be dispatched and delivered to Regional Offices and Foreign DD will be delivered to Head Office, Vadodara, unless advised otherwise.

9. The Printer specifically agrees and undertakes to complete the printing work within the time stipulated **(As per Annexure-I)** by the Bank in each work order. In the event of failure on the part of the printer to complete the printing and delivery of the security forms within the time stipulated **(As per Annexure- I)** by the Bank in the specific work order, the Bank shall be at liberty to cancel the entire order or a part thereof at its sole discretion. In case, any work order is cancelled by the bank either in whole or in part, any

loss resulted to the printer shall be borne by the Printer and the printer shall be liable for making the loss good to the Bank. The Bank may recover such penalty together with costs, expenses; charges etc. from the Printer from any amount payable by the Bank to the Printer or by forfeiting the Security Deposit. Delay in successful execution of work orders will be viewed seriously and penalty as may be decided by Bank, shall be imposed (Given below). Penalty as agreed under this agreement will also be imposed by the Bank, in case of defective printing/no printing or any deviation from the specification given or deficiencies in quality of paper. Such supply may be rejected or accepted as may be decided by the Bank. Besides, action like forfeiture of Security Deposit/Earnest Money Deposit and delisting the name of printer from panel of Bank would also be taken at the discretion of the Bank.

The details of penalties that may be imposed are given as under:

<b>Reason</b>	<b>Penalty</b>
Rejection of cheques by MICR centre on account of MICR ink or printing.	Rs. 750 per record
Wrong printing (detected after dispatch) resulting in rejection of cheque book	Rs.1000 per record + cost of Cheque book / Leaves
Wrong printing (detected after dispatch) with minor mistakes and not resulting in rejection of cheque book	Rs.125 per record
Delivery of Regular order to the Branch/es/office/s beyond 60 days.	Rs.5 per order per day (Per order refers per Branch order)
Delivery of Adhoc order to the Branch/es/office/s beyond 21 days	Rs.5 per order per day (Per order refers per Branch order)
<b><u>In any case the amount of maximum penalty will not be exceeding 10% of the accepted contract sum/ order value during the contract period.</u></b>	

**If the bidder who has been awarded with work contract, penalized two times during the period of contract, bank reserves right to review his performance and the contract with the said bidder will be terminated with immediate effect and the work allotted to such bidder will be shared amongst remaining successful bidders who have been awarded work order at the discretion of the bank. In this regards Banks decision will be final.**

In case of breach of Terms/Conditions of the RFP & SLA (Service Level Agreement) the Bank in its sole discretion shall rescind the contract and actions like forfeiture of Earnest Money Deposit/ Security Deposit and delisting of name of printer from the panel of the Bank shall also be taken. All disputes are subject to Vadodara jurisdiction only.

10. The Printer vouchsafes the Bank that utmost secrecy shall be maintained by the Printer in respect of the Printing undertaken by the printer in respect of each work order including the design, artwork, water markings etc. and shall not divulge any details pertaining to the aforesaid matters to any person or party during the contract period and in future. The relative art work/positives that are supplied by us, developed by you will be the Bank's property and the same has to be returned to us or destroyed as per Bank's instruction after

completion of job. In the event of any loss occurring to the Bank on account of divulgence of such details in connection with the printing undertaken by the printer through the medium of any of the employees or agents of the Printer, the Bank shall be entitled to recover such loss from the Printer. The printer hereby agrees to indemnify the Bank and hereby keeps the Bank indemnified against any loss which the Bank may sustain on account of divulgence of the details of printed security forms etc.

11. The printer shall submit the bills on monthly basis for the executed printing orders to the Chief Manager, Stationery and Security Forms Department, Head Office, Baroda Bhawan, R C Dutt Road, Alkapuri, Vadodara along with the following enclosures/declarations.
- A copy of purchase order.
  - A copy of transit insurance policy.
  - A copy of delivery challan.
  - A copy of proof of dispatch.
  - Acknowledgement by the branches/offices.

The bills shall be signed by the authorised representative of the printer. The bills shall be paid by the Stationery & Security Forms Department, Head Office, Vadodara only after receiving the confirmation receipt from the Branches/ Regional Offices subject to verification in accordance with the printing charges predetermined by the Bank as per **Annexure-II** to this Agreement.

12. The Printer shall allow the representative of the Bank to visit the printing press at any time and shall allow the representative to take inspection of the stock record maintained by the printer. The representative of the Bank shall also be entitled to inspect and verify about compliance of security norms by the Printer inside and outside the printing press.
13. The Printer shall indemnify and hereby keeps the Bank indemnified from and against any direct losses, liabilities, damages, claims, costs and expenses (including attorney's fees and expenses), which Bank may incur or suffer as a result of or in connection of any breach by printer of any agreement, covenant, obligations, duties or condition contained in this Agreement, which include the following:
- a. loss of printed security forms and any consequential loss which may be suffered by the bank on account of theft or pilferage of the security paper whether printed or not.
  - b. Loss or damage suffered by the Bank on account of failure of the Printer to execute any specific work order within the time stipulated by the Bank.
  - c. Loss or damage resulting to the Bank on account of mistakes occurring in printing, binding, numbering and / or any deficiency in the fugitivity of the ink used by the Printer.

- d. Loss or damage resulting to the Bank on account of negligence and / or misuse by any of the employees or agents of the Printer in connection with the security paper printed or otherwise.
- e. Loss or damage resulting to the Bank on account of the Printed security forms not being found strictly in accordance with MICR/Non MICR specifications as stipulated by the Bank/ RBI/IBA from time to time in respect of each work order issued to the Printer.

14. The Printer shall make good the security items lost in transit.

15. The following measures/precautions to be taken by the printer:

- a) The printer shall ensure that the staff working inside the press have pocket less uniforms.
- b) The Printer shall ensure that all those working inside the press (including female employees) undergo body search before gaining entry in to the press and at the time of exit.
- c) The printer will endeavour to install a close circuit TV system for monitoring the operations in progress.
- d) The Printer will keep separate the printing work of security and non security items.

16. The printer will permit the officers of the Bank for inspection at any time when the printing of Bank's security item is undertaken.

17. The printing jobs will be subject to the periodical inspection of the press by RBI/IBA/Bank officials.

18. The Printer will comply with any guidelines for security arrangements which may be advised by the Bank/IBA/RBI for the printing of security forms.

19. The amount of loss, damages suffered by the Bank shall be determined by the Bank at its sole discretion and the same shall be final, conclusive and binding upon the Printer. The Bank may recover such loss/damage together with costs, expenses, charges etc. from the printer from any amount payable by the Bank to the printer or by debit to any of the accounts of the printer with the Bank apart from initiating legal process for recovery of the loss and/or damage caused to the Bank.

20. If the printer fails to complete the due performance as per this agreement and breaches any of the terms of this agreement the bank reserves the right to terminate the contract and recover the liquidated damages of **Rs. 5 Lakhs** by appropriating the FDR submitted by the printer as security deposit with the

Bank. The bank will also be entitled to terminate the Agreement by -90- days prior notice to the printer and on the expiration of the said period, this Agreement will stand terminated and shall forfeit the Security Deposit. Both Penalty and liquidated damages are independent of each other and levy able and applicable separately and concurrently.

## **21. SETTLEMENT OF DISPUTES:**

- i. Should any dispute or difference of any kind whatsoever arise between the Bank and the Printer in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- ii. If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the Bank or the Printer may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
- iii. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- iv. Arbitration proceedings shall be held at Bank's office i.e. Head Office that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- v. The process of arbitration shall be conducted by a sole Arbitrator appointed by the Bank.
- vi. The cost of Arbitration proceeding will be borne by both the parties equally.
- vii. During the arbitration, the Printer has to ensure delivery of its services till the finalization of the proceedings.

**22. This Agreement will remain in force initially for a period up to ----- and may be extended thereafter for such further periods as mutually agreed by the Parties to this Agreement.**

23. On termination of this Agreement as aforesaid, the MICR paper which was left at printers end shall be purchased by Bank by actual cost. However, Printer should access the requirement of paper and purchase accordingly.

The Printer shall not assign the works / services hereto to any third party and also not modify this Agreement without the prior written consent of the Bank.

24. All notices to be given under this Agreement shall be made in writing and shall be delivered either (a) by Registered Post (b) by Courier Service or (c)



by facsimile (confirmed by registered mail) to their respective following addresses unless otherwise altered by written Notice by the parties hereto.

**Address of the Bank:**

Bank of Baroda,  
Stationery & Security Forms Deptt.,  
Head Office, Baroda Bhawan, 7<sup>th</sup> Floor  
R C Dutt Road, Alkapuri  
Vadodara 390 007  
Phone No.: 0265-2316759/6772/6789  
email: [stationery.ho@bankofbaroda.com](mailto:stationery.ho@bankofbaroda.com)

**Address of the Printer:**

Address of the Printer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 25. If any term of this Agreement is found by competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining terms of this Agreement shall remain in full force and effect.
- 26. This Agreement shall be governed by Indian laws and the courts in Vadodara alone shall have jurisdiction for any dispute arising out of as in relation to this Agreement.

**SIGNED AND DELIVERED by the**

**Within named Bank, Bank of Baroda)**

**Through Shri/Smt.\_\_\_\_\_**

**It's Authorized Signatory/Constituted Attorney**

**Date:**

**In the presence of**

**1.\_\_\_\_\_**

**2.\_\_\_\_\_**

**Date:**

**SIGNED AND DELIVERED by the**

**Within named Printer, Madras Security Printers**

**Through Shri \_\_\_\_\_  
Its Authorized Signatory**

**Date:**

**In the presence of**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Date:**

**ANNEXURE-I**

**SPECIFIC SERVICE:**

Printing and delivery of Non Personalised Cheque Books/ TDR/FCNR/ DD/BC security forms / papers / stationery etc. with Printers paper to our branches /offices/customers based on the orders placed by the Bank from time to time.

1. The Printer shall, at the written/ e mail request of the Bank, print the following, Within the time as mentioned herein:
  - Current Account Cheque-books having -50- cheque leaves.
  - Cash Credit Account Cheque-books having -50- cheque leaves
  - Savings Bank Account Cheque-books having -10- cheque leaves
  - NRE - Savings Bank Account Cheque-books having -10- cheque leaves
  - Banker's Cheque continuous leaves **(Without carbon & Advice copy)**
  - Demand Draft continuous leaves **(Without carbon & Advice copy)**
  - Foreign Demand Draft (Open) continuous leaves **(With carbon & Advice copy)**
  - Foreign Demand Draft (GBP) continuous leaves **(With carbon & Advice copy)**
  - US-DD continuous leaves **(With carbon & Advice copy)**
  - Term Deposit Receipt continuous leaves **(with carbon & record copy)**
  - FCNR continuous leaves **(with carbon & record copy)**

In addition to the above, Bank may invite quotation from the Empanelled Printers for printing and supply of any new product Bank may introduce in next 2 years.

2. Upon receipt of the order/s containing details of branches and all required data for printing of Non Personalized Cheque Books/TDR/FCNR/security forms / papers / stationery etc, the printer shall prepare the art work of the security forms / papers / stationery etc in accordance with the details received by it from the Bank as per the design of security forms / papers / stationery etc.
3. After the printing, the printer will put the Non Personalized Cheque Books / TDR/ FCNR/ DD/ BC security forms / papers / stationery etc with Printers paper in the tamper proof shrink packing of polythene bags and shall arrange for neatly packing the same in corrugated box of 6 ply which are again covered with water proof stretchable plastic packing bags/ gunny bags. A slip showing the contents shall be pasted outside the corrugated box to enable the recipient office to know the contents without opening the packets. The printer shall arrange for hand over to IBA Approved Transporter/Courier/Speed Post for dispatch of such neatly packed stock of printed Non Personalized Cheque Books/ TDR/FCNR/DD/BC security forms / papers / stationery etc with Printers paper to the Bank or the branches/or offices/or to the customers of the Bank in accordance with the instructions issued by the Bank from time to time along with the Delivery Challan, Invoice LR copy, Consignment Note and other related documents if any.

As soon as the packing of Non Personalized Cheque Books/TDR/FCNR/security forms / papers / stationery etc are dispatched to the branches/offices, the Printer will incorporate all the printing / dispatch details in the format of statement of details provided by the Bank and will immediately inform to the concerned branches with copies to the Regional Offices of the concerned branches under advise to Stationery & Security Forms Department, Head Office, Vadodara by e mail.

4. The process mentioned above should be completed within the time stipulated by the Bank in each work order. The Printer will strictly adhere to the stipulated time line for completion of the job.
5. The details of the timelines are given below:

<b>Sr. No</b>	<b>Details</b>	<b>Period</b>
1	Regular Orders i.e. orders -in bulk-generally placed once in a year	Printing and delivery in Maximum 60 days from the date of receipt of work order.
2	Ad hoc Orders i.e. orders other than regular Orders in piecemeal basis as and when branch/es demand for the same.	Printing and delivery in Maximum 21 days from the date of receipt of work order.

In the event of failure on the part of the printer to complete the printing of the Non Personalized Cheque Books/TDR/FCNR/security forms / papers / stationery etc within the time stipulated in the orders, the penalty to be levied as specified in this Agreement Pont no 9, Page no 5

6. Minimum quantity per Branch shall be as under:

**(1) For SF (With Branch name)**

SB (10 Leaves)	100 Books
CA, CC (50 Leaves)	50 Books
Demand Draft continuous leaves	500 Leaves
Banker's Cheque continuous leaves	500 Leaves

**(2) For other SF (without Branch name),**

FCNR & Term Deposit Receipt continuous leaves -1000- Leaves  
 Foreign DD (Open), Foreign DD (GBP) & USA DD continuous leaves -500-  
 Leaves

**ANNEXURE – II****RATE FOR PRINTING OF NON PERSONALIZED CHEQUE BOOKS/TDR/FCNR/ DD/BC SECURITY FORMS etc. WITH PRINTER'S PAPER**

(Amount in Rupees)

<b>Sr. No.</b>	<b>MICR SECURITY FORMS (CTS-2010 STANDARD)</b>	<b>Printing Rate per -1000- leaves (excluding GST)</b>
1	SB & SB-NRE Cheque Books (10 Leaves each)	
2	Current/ Current Premium/ Cash Credit Cheque Book (50 Leaves each)	
3	Banker's Cheque continuous leaves <b>(Without carbon &amp; Advice copy)</b>	
4	Demand Draft continuous leaves <b>(Without carbon &amp; Advice copy)</b>	
5	Foreign DD (Open) continuous leaves <b>(With carbon &amp; Advice copy)</b>	
6	GBP-Demand Draft continuous leaves <b>(With carbon &amp; Advice copy)</b>	
7	USD-Demand Draft continuous leaves, <b>(With carbon &amp; Advice copy)</b>	

<b>Sr. No.</b>	<b>105 GSM parchment paper of IBA approved "A" grade paper mill and advice copy of 60 GSM white cream wove paper</b>	<b>Printing Rate per -1000- leaves (excluding GST)</b>
1	TDR CONTINUOUS LEAVES	
2	FCNR CONTINUOUS LEAVES	

**RATE FOR DELIVERY OF NON PERSONALIZED CHEQUE BOOKS/TDR/FCNR/ DD/ BC SECURITY FORMS etc.**

(Amount in Rupees)

1	Rate of Delivery for 1.50 KG	
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**(Rates are exclusive of GST)**

SIGNATURE:

BANK OF BARODA

Name:

Designation:

Office Address:

Date:

SIGNATURE:

PRINTER'S NAME (----)

Name:

Designation:

Office Address:

Date: