

FORMAT OF AGREEMENT TO BE SIGNED

This Agreement is made on _____ between Bank of Baroda, a body corporate under Banking companies Acquisition and Transfer of Undertaking Act 1970 and having its Head Office at Mandvi, Baroda, and one of its Office Service Branch, **Jaipur** herein after referred to Bank which expression shall unless excluded by or repugnant to the context. Thereof include its successors and assigns of the one part and M/s _____ (Name of Agency) through its Manager _____ (Address _____) having its business / office at above address. Herein after called as Agency / Courier which expression shall include its successors and assigns on the other part.

WHEREAS, the above Agency / Couriers are carrying on the business of collection, carrying and delivery of documents from place to place in Jaipur and nearby BOB Branches of Jaipur Distt., in accordance with the instructions of their clients.

WHEREAS, the bank is interested in getting transported its documents expeditiously from one place to another place, and at specified offices/ Branches of the Bank,

WHEREAS, the time is the essence of the contract and any delay may jeopardize the interest of the Bank.

WHEREAS, the Courier has undertaken to do the above job to the satisfaction of the Bank.

NOW, IT IS HEREBY AGREED, by and between the Parties, as follows:

1. That, the arrangement under this agreement for Courier Service is being made for three year effective from _____ however, the renewal of the agreement will depend on handling of satisfactory services, by Agency and also as per discretion of Bank. Further, Bank has discretion to terminate the agreement at any time, without any notice, pre-informing and without assigning any reason, whatsoever.
2. That, the Agency shall collect, carry and deliver to specified offices/branches, existing as well as future on the routes, specified by Bank, clearing instruments, cheque, drafts, dividend/Interest warrants, draft advices, bills, letters, daketc, loose or sealed envelope or locked bag, in the same condition as given by Bank.
3. That, the Services of Collection of Cheques & its delivery at Service Branch, Jaipur will be available to the Bank, on all days of week, except on Second & Fourth Saturday / Sundays and Bank Holidays.

4. That, since time is the essence of agreement the Agency / Courier will observe punctually of time and will adhere strictly to the time schedule laid down from time to time by Bank for the time being Courier shall adhere to the given time schedule.
5. That, the courier at its own risk and responsibility will carry the packet/locked bags through their accredited representative by motor Bike/scooter to specified offices on the route designated by Bank, as per Annexure 'A' , in the same condition as given by an office/Branch by the Bank. Time being the essence of contract, in case the Agency/ Courier fails to deliver the packet/bag within the stipulated time, they would be under obligation to explain to the Bank, the reasons for the same to the satisfaction of the bank and the Bank may forfeit 2 days remuneration and charges, penalty to the amount spent or might have been spent for alternate arrangements.
6. That, the Agency / Courier will obtain the acknowledgement from the addresses/branches of the Bank and if so required by Bank shall provide proof of such acknowledgement for having delivered the packet/bag at the designated Centers.
7. That, the Agency / Courier will ensure absolute security, safety, secrecy and confidentiality of documents, instruments while giving its services and will arrange the packets/bags to be delivered in the same condition duly closed, sealed or locked as given by an office/branch of the Bank.
8. That, the Agency / Courier hereby undertake to indemnify the Bank, against any loss, damage, and expenses as the Bank may be put to or incurred by the Bank. However, due to delay, non performance of this contract by non-delivery, loss, stolen, misplaced or damages to any packets or bags or documents whatsoever.
9. That, the Bank will make claim if any in writing within 30 days from the date of loss, shortage , damage or non delivery of consignment/documents.
10. That, the Bank will pay charges as per the schedule below for the services rendered by the Courier bill for that will be submitted to Bank on monthly basis up to 5th of succeeding month.

Rates (excluding GST Tax)			
<u>Branches attached with Service Branch, Jaipur</u>			
<u>A</u>			
S N.	Group	Branch Name	Rates
1	Group-1	Kalwar Rd, Sirsi Road, Vaishali Nagar, Jhotwara, Park Street, P.H. Road	
2	Group-2	SFS Mansarovar, Mansarovar, DCM Ajmer Road, New Sanaganer Road, Bais Godam	
3	Group-3	Jagatpura, Malviya Nagar, Udyog Bhawan, Gopalpura Bypass	

4	Group-4	VKI, Murlipura, Vidhyadhar Nagar, Shastri Nagar, Station Road, Akeda Dungar	
5	Group-5	Sitapura, Pratap Nagar, Durgapura, Nehru Place, Sanganer	
6	Group-6	Jawahar Nagar, Adarsh Nagar, Johari bazaar, Tripoliya Bazar, M I Road, Amer Road	

Check collection from above mention branches and delivered at Service Branch, AnandBhawan, C Scheme, Jaipur upto 12.00 noon again taken the cheques from Service Branch, jaipur and delivery above mention branches then return back to Service Branch, jaipur up to 02.00P.M.

B		
S. N.	Branch Name	Rates

1	Jawahar Nagar, Adarsh Nagar, Tripoliya Bazar, Park Street, P H Road, M I Road, Mahesh Nagar,	
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Collection of cheques from above mention branches and delivery at Service Branch, Jaipur upto 01.00P.M.

C		
S N.	Group	Branch Name

1	Group-1	Jawahar Nagar, Adarsh Nagar, Johari Bazar, Tripoliya Bazar, Park Street, P H Road	
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2	Group-2	Sanganer, Durgapura, Malviya Nagar, Udyog Bhawan, Nehru Palce, M.I.Road	
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3	Group-3	VKI, Vidhyadhar Nagar, Jhotwara, Vaishali Nagar, DCM Ajmer Road, New Sanganer Road, Bais Godam	
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Collection of cheques from above mention branches and delivery at Service Branch, Jaipur upto 05.00P.M.

D		
S. N.	Branch Name	Rates

1	Bagru, Bassi, Begas, Bobas, Chaksu, Chomu, Kookas, Mahapura, Udaipuriya, Bagrana, Diggi Road, Dudu, Homeopathy, IDS (JhalanaDungri), Indira Gandhi Nagar, Kanchroda, Niwaru Road, Rajawas, Shivdaspura	
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Collection of cheques from above mention branches and delivery at Service Branch, Jaipur upto 01.00P.M.

11. That, the Agency / Courier has agreed, however to provide cash security of Rs. _____/- (Rupees _____) in the shape of duly discharged FDR. The Bank will have right to adjust without notice any loss

suffered in terms of this agreement from the proceeds of FDR lying with the Bank, without prejudice to the Bank, being indemnified by the Courier for full amount of any loss/damage/misplacement/theft of the documents, packets etc. as aforesaid.

12. That, the Agency / Courier agrees to execute any further document as may be required by the bank, in this regard.
13. That, in case of any dispute between the parties, then matter shall be referred to sole arbitrator to be named and appointed by the Bank. The seat of arbitration will be Jaipur (Rajasthan).
14. It is expressly understood that Bank is always at liberty to utilize any other Courier Services, provided by other agencies including postal.
15. The Agency / courier will collect cheques / DD / BC and other instrument as required by the bank from the Branches if not added in the above list at the rate quoted for the nearby branches / office.
16. The Agency / courier will provide services on all working days of the bank as per RBI Norms. If any day declared as working day by RBI, Agency / Courier will provide uninterrupted service without any extra charge.

IN WITNESS WHEREOF SHRI FOR AND ON
BEHALF OF THE BANK AND SHRI. _____ FOR AND ON BEHALF OF
THE AGENCY / COURIER HERE UNDER SET THEIR HANDS THE DAY AND YEAR
FIRST ABOVE WRITTEN.

1. FOR BANK OF BARODA
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2. For AGENCY NAME
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3. Witness: 1. Name & Address
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2. Name & Address
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