

SERVICE LEVEL AGREEMENT

This Agreement made and entered at Mumbai this ---- day of,
2013.

BETWEEN

IDBI Bank Limited., a company registered under the Companies Act, 1956 and a “banking company” within the meaning of Section 5(c) of the Banking Regulation Act 1949, and having its Registered Office at IDBI Tower, World Trade Center Complex, Cuffe Parade, Colaba, Mumbai 400005 and its Central Processing Office (CPU) at Plot No 82/83 Central Road, Road No.7, Street No.15, MIDC, Andheri, Mumbai 400 093 (hereinafter referred to as “IDBI BANK”, which expression shall, unless repugnant to context and meaning hereof, shall deem to include its Successors and assigns) on the one part

AND

....., a proprietorship/partnership firm / company registered under the Indian Partnership Act, 1932/ Companies act 1956 and having its Registered Office at (hereinafter referred to as “Service Provider” which expression shall unless repugnant to the context or meaning hereof shall deem to include its successors and permitted assigns) on the OTHER PART

WHEREAS

1. IDBI BANK is in the business of banking and desires to outsource the printing of cheque books/ DD & other security stationeries and certain other ancillary and related activities (“the services”) of IDBI BANK.
2. The Service Provider is in the business of security printing amongst other activities and has represented to IDBI BANK that they have the requisite expertise, the resources and skilled personnel for providing the services and is desirous of providing the same to IDBI BANK.
3. On the basis of the representations made by the Service Provider, IDBI BANK has agreed to avail the services offered by the Service Provider and Service Provider has agreed to provide the services to IDBI BANK and the parties have agreed to enter into this Agreement for the purpose of recording the mutually agreed terms and conditions reached between them concerning the provisions of the services.

NOW IN CONSIDERATION OF THE PROMISES AND THE RESPECTIVE AGREEMENTS THE PARTIES HERETO AGREE AS FOLLOWS:

1. OBLIGATION OF IDBI BANK

- a. IDBI BANK shall furnish to the Service Provider the data for cheque books required to be printed by the Service Provider on any storage media or through email in the American Standard Code for Information Interchange (ASCII) format or in such other secured format as is mutually agreed to between the Parties.

- b. IDBI BANK shall deliver data to the Service Provider on or before 7.30 PM every day through email/other storage media like CD, pendrive etc.
- c. IDBI BANK shall also provide the logo, design layout etc. to be printed on the cheque books before the commencement of printing.
- d. IDBI BANK shall provide the information about the branches to the service provider in advance. IDBI Bank as and when required shall send email communications for updating the information. Service provider shall be required to update the information on their end within the stipulated time.
- e. IDBI BANK will provide the Service Provider with the requisite number of envelopes required for insertion of the cheque books.

2. SCOPE AND STANDARD OF SERVICES OF SERVICE PROVIDER

- a. The Service Provider will print the cheque books and complete the post-printing operations in a manner and fashion as set out in Annexure-I or as per instructions given to them by IDBI BANK from time to time.
- b. The Service Provider shall upon receipt of the Data from IDBI BANK, proceed to deal with the Data as set out in Annexure – I and complete the work within a period of **15 hours** from the receipt of Data as envisaged under Clause no 1.b above. However for continuous stationery items 3 working days will be provided from the date and time of receipt of data.
- c. The Service Provider shall ensure that it prints the requisite number of pre printed stationery and will keep base stock with him at his premise/godown for a period of at least six weeks projected requirement.
- d. The Service Provider will ensure that there are no discrepancies in the process of printing the Data as received from IDBI BANK and

shall maintain the highest level of consistency and diligence in the discharge of its duties and obligations under this Agreement.

- e. The Service Provider shall ensure that the equipment to be used for carrying out the printing services for IDBI BANK at the Printer's location or any other location are maintained in good working condition.
- f. The Service Provider shall ensure that in the course of usage, all errors related to print work shall be rectified immediately at the cost of the Service Provider, so as to facilitate minimal interruption of the printing process.
- g. The Service Provider shall ensure that for the purpose of providing cost effective services to IDBI BANK, it shall maintain the best quality standards, which will be evaluated and approved by IDBI BANK from time to time.
- h. The Service Provider will carry out all printing and post printing operations in a manner as set out in Annexure I.
- i. The Service Provider shall maintain list of names and details of staff who are attending the work at their office and it should be made available as and when required by IDBI Bank.
- j. The Service Provider undertakes to ensure that it renders its obligations under this Agreement to the satisfaction of IDBI Bank.
- k. The Service Provider shall render all services as may be necessary and incidental to fulfil its obligations under this Agreement. Further, all services necessary and required to satisfactorily fulfil its obligations under this Agreement, shall be deemed to be included in the scope of services of Service Provider.

3. CONSIDERATION

- A. As consideration for the Services rendered by the Service Provider under this Agreement, IDBI BANK shall pay to the Service Provider as follows:

- a. Price as agreed from time to time for various items. All such prices & special conditions mutually agreed afterwards shall also become part of this agreement.
 - b. The Service Provider shall open a current account with the specified Branch of IDBI Bank Ltd. and all the payments to be made by IDBI Bank under this Agreement shall ordinarily be routed through the said current account.
 - c. The bill will be paid for all the items supplied as per the mutually acceptable standards during a month .
 - d. The consideration will be paid only for the actual number of cheque books printed and delivered during the month.
- B. Such payments shall be made by IDBI BANK to the Service Provider within 15 days of the receipt of the bills from the Service Provider.
- C. All payments shall be made subject to the deduction of taxes at source as per applicable laws prevailing at the time of each payment.
- D. IDBI BANK reserves rights to dispute/deduct payment/withhold payments/further payment due to the Service Provider under this Agreement as penalty, if the Service Provider has not performed or rendered the services in accordance with the provisions of this Agreement or if there are lapses on the part of the Service Provider in printing the cheque books, etc. or if there is deficiency of services on the part of the Service Provider. In the event IDBI BANK disputes payment, IDBI Bank will inform the Service Provider in writing, and the Parties will attempt to settle the payment dispute amicably. If the Parties agree that the Services were not performed in accordance with this Agreement, then such disputed payment, if any, shall – (i) if already paid by IDBI BANK to the Service Provider be refunded by the Service Provider , and (ii) if payable or outstanding, shall cease to be so payable or outstanding.

4. REVIEW OF OPERATION OF THE SERVICE PROVIDER BY IDBI BANK

- a. IDBI BANK shall be entitled to depute one of its employees with the requisite authority (“IDBI BANK employee”) to review the operations of the Service Provider from time to time with a view to ensure that the work undertaken by the Service Provider is performed in accordance with this Agreement.
- b. The service provider shall cooperate with the IDBI BANK employee for any assistance he/ she may require for the inspection and review. However, this does not dilute the responsibility of the Service Provider to comply with all the provisions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants that:

- a. The Service Provider is a [●] duly organized and validly existing under the laws of India and the Service Provider has full authority to enter into this Agreement and to execute, deliver and perform all of its obligations hereunder according to the terms hereof.
- b. The Service Provider has the requisite experience, licence, expertise, qualified manpower and other requisite resources to provide the services and hereby represents and warrants that all services provided hereunder shall at all times strictly conform to the requirements of this Agreement as set out herein; Service Provider warrants that all services provided hereunder shall conform to the requirements of this Agreement.
- c. The execution, delivery or performance by the Service Provider, of the Agreement shall not contravene constitutional documents of the Service Provider.
- d. The Service Provider has full power and authority to enter into this Agreement and to take action and execute any documents required by the terms hereof and this Agreement is enforceable in accordance with the terms hereof and the person(s) executing this Agreement on behalf of the Service Provider is/are duly

empowered and authorized to execute this Agreement and perform all its obligations in accordance with the terms herein.

- e. The Service Provider warrants that there are no legal proceedings instituted or threatened against the Service Provider before any court or administrative body or arbitral tribunal which might adversely affect the ability of the Service Provider to perform its obligations under this Agreement.
- f. Each of the representations is true and correct in all material respect as of the date of signing and that none of them omits to state any matter which makes any of such representations misleading in any material respect.
- g. The Service Provider acknowledges that it has made the representations with the intention of persuading IDBI Bank to enter into Agreement and that IDBI Bank has entered into the Agreement on the basis of, and in full reliance on, each of such representations.

6. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall –

- a. render the services in a lawful manner.
- b. perform and observe all rules and regulations as may be applicable from time to time, while providing services to IDBI Bank under this Agreement.
- c. not to do or cause to be done anything which is prejudicial to the interest of the IDBI Bank or whereby the business or reputation of IDBI Bank may be injured or damaged or harmed.
- d. maintain in full force and effect all applicable licenses, permits, registration and permissions as may be required for the purpose of rendering the services under this Agreement and for matters incidental thereto.

- e. engage requisite number of staff at its sole responsibility for rendering of the services in an efficient and timely manner and to supervise the work of staff while rendering the services.
- f. be solely responsible and liable for payment of salaries, wages, bonuses, payroll taxes or accruals in respect of the staff engaged for delivering the services under this Agreement.
- g. meet IDBI Bank's personnel to discuss and review its performance and progress of the services under this Agreement as may be stipulated by IDBI Bank.
- h. to compensate IDBI Bank for any loss and / or damage caused to IDBI Bank as a consequence of misconduct or negligence, forgery, fraud committed in person or in collusion with the third party by all or any of Service Provider's staff.

7. BANK'S COVENANTS

- a. Data would be given in the prescribed format and any errors / misprints arising out of such erroneous in file data would be chargeable to IDBI Bank to the extent of the value (as may be agreed between the parties) of stationery printed and delivered, however the Service Provider shall do a double check and take all precautions before processing the data.

The scope of the work would initially be for the branches On All India Basis as may be advised by IDBI Bank from time to time.

8. TERM AND TERMINATION

- a. This Agreement shall commence on 20... and shall continue and be in force till 20.... This Agreement can be extended for additional one year with IDBI BANK discretion, unless terminated earlier as per the clause below.
- b. IDBI BANK shall be entitled to terminate this Agreement without assigning any reason by giving 15 days notice in writing to the Service Provider for which no damages shall be payable by IDBI BANK to the Service Provider.

The termination of this Agreement shall not affect the rights, remedies and obligations of the Parties accruing prior to such termination.

The Service Provider shall upon termination of this Agreement forthwith hand over to IDBI Bank all records / documents and any other property belonging to IDBI Bank including any information given to the Service Provider pursuant to this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

As a part of this Agreement, the Service Provider shall respect IDBI BANK's intellectual property rights including without limitation, patent, copyright, trade / service mark(s), trade names(s), trade secret(s) and logos.

- a. The Service Provider agrees not to use or cause to be used the trade name, service mark or trademark or Logo or symbol, device, brand, heading, label, name, word, letter, combination of colours or any combination thereof, owned by IDBI Bank in the course of its banking business, in any communication to a third party without explicit prior written permission from the IDBI Bank.
- b. The Service Provider hereby indemnifies and agrees to indemnify IDBI Bank in the event of any misuse of trade name, service mark or trademark or Logo or symbol, device, brand, heading, label, name, word, letter, combination of colours or any combination thereof, owned by IDBI Bank by the Service Provider or its staff.

10. INDEMNIFICATION

The Service Provider agrees to indemnify, protect and save harmless IDBI BANK, its officers, directors, agents and employees to the fullest extent, permitted by law, from and against any and all actions, suits, claims, proceedings, costs damages and expenses or any loss of any kind whatsoever in case of any misappropriation, negligence, omission, deficiency of services, non-observance and non-

performance of the terms and conditions of this Agreement or fraud on the part of the Service Provider or its staff or agents who are handling these instruments. The Service Provider shall bear all loss, in case of misappropriation, misuse or damage to the documents or any other security instruments which are in possession of the Service Provider or its personnel or within the control of the Service Provider or its personnel until such time they are handed over to IDBI Bank under proper acknowledgement.

In the event of IDBI Bank incurring any loss as stated above, IDBI Bank reserves a right to withhold payments / further payments due to the service provider and adjust the same towards the loss incurred by it and inform the same to the service provider.

11. NON-EXCLUSIVITY

The arrangement contemplated in this Agreement is non-exclusive in character and either Party is at the liberty to enter into similar contracts and arrangements with third parties in respect of the transactions contemplated herein.

12. CONFIDENTIALITY

The Service Provider hereby agrees that all information provided pursuant to this Agreement by IDBI BANK to the Service Provider is strictly confidential and proprietary to IDBI BANK and the Service Provider or its staff, agents shall not use, divulge or disclose such information to any other person or a third party other than as permitted by IDBI BANK in writing. The Service Provider further agrees that such information shall not be used for any purpose other than as may be absolutely necessary for the due performance of the Service Provider's obligations under this Agreement.

This clause shall survive the termination of this Agreement.

13. COMPLIANCE WITH LAW

The Service Provider shall comply with all applicable laws while undertaking the duties and obligations as set out under this Agreement.

14. NON-ASSIGNMENT

The Service Provider shall not assign or sub contract any of its duties or obligations under this Agreement to any other person or party without the prior written consent of IDBI BANK.

15.FORCE MAJEURE

Notwithstanding anything to the contrary herein contained, either Party shall not be liable or responsible for failure to perform or delay in performance of any of its obligations under this Agreement if such failure or delay is due to or attributable to any act of God, war, hostilities, riots, civil commotion, or any other cause or circumstance of whatsoever nature beyond the reasonable control of either Party. Such Force Majeure situation shall be notified to the other Party within 15 days from the occurrence of the same. If such situation continues for a period of 3 months, the other party shall be entitled to terminate the Agreement on the expiry of the said period after duly intimating the same to the other party.

16.WAIVER

The failure of IDBI BANK at any time during the currency of this Agreement, to require performance of any provision of this Agreement by the Service Provider shall in no way affect the full right of IDBI BANK to require such performance at any time thereafter. The waiver by IDBI BANK of a breach of any provision of this Agreement by the Service Provider does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

17.SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this

Agreement, but the legality and enforceability of the remainder of this Agreement shall not be affected.

18.ARBITRATION

In the event of any dispute or difference of opinion between the parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation. However, if the same still remains unresolved, then such dispute or difference in respect of this Agreement or the subject matter thereof, shall be referred to a single Arbitrator acceptable to both the parties for the decision. In case the parties fail to agree upon a single arbitrator, then each party shall appoint one arbitrator and the appointed arbitrators shall appoint a third arbitrator and the dispute or difference in respect of this Agreement or the subject matter thereof, shall be referred to the three arbitrators so appointed.

The arbitration proceedings shall be in accordance with the provisions of the Arbitration Act, 1996 and any statutory modification/amendment made thereof. The award of the arbitrator(s) shall be conclusive, final and binding and the place of arbitration shall be [●]. The cost of the arbitration shall be borne by respective Parties.

Any Legal Dispute shall be subject to Mumbai city jurisdiction.

19. NON-PERFORMANCE OR DEFAULT :

IDBI Bank may terminate this Agreement, forthwith, upon written notice to the service provider under the following circumstances :

- If in the opinion of the IDBI Bank, the performance of the service provider is not acceptable.
- If there is a breach on the part of the service provider with respect to terms and conditions of this agreement, or
- If a petition of bankruptcy is filed by or against the service provider and such petition is not vacated within ninety (90) days, or if the Service Provider makes an arrangement for the benefit of its creditors, goes into

liquidation or receivership, or ceases to do business in a normal and customary manner.

- If in the opinion of the IDBI Bank, the service provider and/or its employees fail to keep confidential information pertaining to IDBI Bank in this regard.
- Negligence on the part of the Service Provider in rendering the services.
- If in opinion of the IDBI BANK the service provider is not able to meet the service standards as contemplated under this Agreement.
- In the event the Services provided herein is/ are in contravention of any law and regulation, as may be applicable from time to time or in the event the Service Provider performs acts or omission that would under the circumstances amount to objectionable service.
- If any of the representations or warranties provided by Service Provider are found to be false or incorrect
- When IDBI BANK has the information from any source or otherwise for blacklisting by peer banks/apex agencies/regulators.
- If in the opinion of the IDBI BANK, the interests of IDBI BANK are jeopardized in any manner whatsoever.
- Other Remedies Cumulative: The provisions of this section shall not preclude the IDBI Bank from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

20..Statute or otherwise, at law or in equity INSPECTION : IDBI BANK shall have the liberty to depute at any time on any working day during the service provider's working hours upon giving reasonable notice, its officials, representatives and/or consultants to inspect and audit IDBI BANK's information and Records in the service provider's possession pursuant to this Agreement.

21. INDEPENDENT SERVICE PROVIDER:

This agreement is on a principal to principal basis and does not create any employer-employee relationship.

- a. The Service Provider shall provide the services hereunder as an independent service provider and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the IDBI Bank and the Service Provider.
- b. The service provider's personnel, employees, agents, etc., have no authority/right to bind IDBI BANK in any manner. It is also clarified that the personnel employed by the Service Provider will be governed by the terms of the Service Provider's employment and the Service Provider alone shall be responsible and liable for the payment of salary, payment of minimum wages, payment of bonus and statutory remittances. IDBI BANK shall have no liability or obligation, whatsoever towards the employees or officers or any person working at the instance or on behalf of Service Provider for the payment of salaries, remuneration or any perquisites. etc.

22. MISCELLANEOUS

- Time is the essence to this Agreement.
- This Agreement and the Annexures to it shall constitute the entire agreement and understanding between the Parties with respect to all matters, which are referred to and shall supersede any previous agreement(s) between the Parties in relation to the matters referred to herein.
- No variations to this Agreement shall be effective unless they are reduced in writing and duly signed by both the parties or duly authorized representatives of both the parties. .
- All notices required to be given or served by IDBI BANK on the service provider shall be deemed to have been given or served if the same shall have been delivered to, left at or sent by Registered Post by IDBI Bank at the address mentioned herein above. In case of change of address of the Service Provider, the Service Provider

shall forthwith notify IDBI Bank of the same. Nothing stated aforesaid shall affect any communication given using Internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services..

- This Agreement shall be governed by Laws of India.

IN WITNESS WHEREOF of the parties hereto have set their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED on behalf of IDBI Bank by

.....,

(Name) (Designation)

In the presence of :

(Witness)

SIGNED AND DELIVERED on behalf of

.....

(Service Provider)

by its Proprietor / Partners/ authorized signatory viz

.....,

(Name) (Designation)

In the presence of :

(Witness)

ANNEXURE - I

Terms and Conditions of the Contract

1. Empanelment of any vendor will not be sufficient for assigning any activity. Bank will reserve the right to call rate quotations from any/ some or all empanelled vendors for any activity.
2. IDBI Bank reserves the right to offer the same activity at any location to more than one Vendor.
3. IDBI Bank may allot the work to more than one security printers (Vendor) on L-1/ negotiated rates and in such case the total quantum of work shall be divided amongst the printers as per requirement of IDBI Bank. In case more than required vendors opt for working on L-1 / negotiated rates, the required number of vendors shall be selected on the basis of selection criteria decided by IDBI Bank and in such case decision of IDBI bank shall be final and binding.
4. After empanelment, rate quotations for various items will be sought. At the time of rate quotations for one item same rate should be quoted for all location for any firm/ group. Such rate should be inclusive of all cost except VAT. Any additional amount as tax, duty or cost (including Octroi) will not be admissible.
5. Vendors are also required to pack the items to be dispatched in appropriate packaging medium suitable for delivery through courier/ post and place address labels of destination branches appropriately. No additional payment will be done for packaging or courier/post charges.
6. Vendors will have to deliver the printed chequebooks to local CPU/ RPU at their cost. No transportation charges/ octroi / local body tax etc will be paid by IDBI Bank.
7. Vendor would be required to print & personalize cheques based on daily order data to be provided by IDBI Bank in **excel/ pipe delimited format** through email. (Data format would be at IDBI Bank's discretion and IDBI Bank will have right to change it any time, vendor will have to arrange for suitable changes at their side accordingly)
8. Delivery of personalized chequebooks /Continuous stationery should take place, as per order, within **15 hours** of sending order files if in booklet format & within **3 working days** if in continuous stationery format.

9. Vendor will also be required to send upload files having details of stationery printed in pipe delimited/ text format having within **12 hours** of delivery. (Data format would be at IDBI Bank's discretion and IDBI Bank will have right to change it any time, vendor will have to arrange for suitable changes at their side accordingly)
10. Vendor will be required to store sufficient quantity of security paper with watermark, ready base stationery and other requisite material with them. But, IDBI Bank will not pay any amount for storing such items. IDBI Bank will pay only for the actual number . of chequebooks printed & dispatched.
11. Vendor will be required to purchase IDBI Bank watermark logo special paper from the mandated manufacturer directly at their cost, minimum order quantity , and store securely with them and use the paper only for printing of security instruments as per daily order provided by the Bank. No additional charges for purchase/ storing would be paid by the Bank.
12. Vendor will be required to arrange preparation of cheque samples in compliance with CTS-2010 standards and incorporating other features/specifications provided by IDBI Bank. No payment will be done for preparation of sample/ artwork etc.
13. Vendors will also be required to arrange for National Payment Corporation of India (NPCI) testing of samples at their cost.
14. Consolidated bill for each item at each location on monthly basis should be raised.
15. Tax shall be deducted at source at the time of settlement of bills unless the Vendor produces the certificates to the contrary from the Income Tax authorities.
16. In case of deficiency of service/ quality issue IDBI Bank reserves the right to deduct suitable amount from monthly bill payable as penalty and termination of the empanelment without giving notice
17. IDBI Bank reserves the right to reject any or all application without assigning any reason.
18. IDBI Bank reserves the right to delete the name of a vendor at any time without assigning any reason thereof.
- 19. Conditional applications will not be accepted and will be summarily rejected.**

Annexure I- Cont'd

General Terms & Conditions

- i) The Vendors should furnish Local Sales Tax Registration Number / VAT, service Tax and PAN
- ii) No Advance will be paid.
- iii) All taxes and levies shall be deducted at source as per current tax rate while making any payment.
- iv) Suitable penalty will be imposed by IDBI Bank at its discretion for slippage in delivery schedule or unsatisfactory quality of job/service or any other deficiencies noticed.
- v) IDBI Bank does not bind itself to accept any or all applications and reserves the right to reject all or any application or cancel the process without assigning any reason whatsoever. IDBI Bank also reserves the right to re-do the empanelment process without the vendors having the right to object against it.
- vi) The tenure of the empanelment will be for **3 years**. However, Bank reserves the right to empanel more vendors and removing any/all vendor from empanelment in the intervening period. Bank will also have the right to change the Pre-qualification criteria at any time and also re-evaluate existing empanelled vendors at any time. IDBI Bank also reserves the right to add vendors in the empanelled vendor list at its discretion.
- vii) Conditional applications will be rejected.
- viii) No order or billing payment on any other sister concern/associate company would be released by IDBI Bank.
- ix) The Vendor shall (whether or not he responds to this empanelment notice) treat the details of the documents as secret and confidential.
- x) The Vendors who participate in the process should clearly state that they have read the above terms and conditions and accept the same unconditionally.
- xi) An empanelled vendor needs to open an account with IDBI Bank for speedy and proper credit of the bill amount.

- xii) IDBI Bank reserves the right to test the technical capability of the empanelled vendor in relation to the data provided and capacity to print personalized cheques as per its business requirements. In case the empanelled vendor is not technically capable to handle the work and provide required service then IDBI Bank reserves the right to delete the name of such vendor from the panel. Decision of IDBI Bank in this regard shall be final.
- xiii) Any service level deficiency would be viewed seriously and IDBI Bank reserves the right to not entertain such empanelled vendor for services. IDBI Bank also reserves the right to remove name of such vendor from the panel.
- xiv) IDBI Bank reserves the right to demand more information/documents/ clarification subsequent to opening of Part-I &/or Part-II. Applicant(s) who fail to furnish the same in stipulated time-frame may not be considered/ debarred at the sole discretion of IDBI Bank.
- xv) The empanelled vendors will have to execute Service Level Agreement with secrecy & confidentiality & Indemnity in the format to be provided by the Bank.
- xvi) IDBI Bank reserves the right to demand any additional information/ documents at its sole discretion. If the same is not furnished within time stipulated by Bank, Application is liable to be rejected.
- xvii) Any legal disputes will be subject to Mumbai Jurisdiction only.

ANNEXURE – II

Rates

Rates as agreed and indicated by the vendor against the list of items for which services are desired as also for any another additional service alongwith stipulated conditions, which IDBI Bank may indicate from time to time will form part of this agreement..