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UCO BANK

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**Request for Proposal (RFP)**

**For**

**EMPANELMENT OF CORPORATE GOLD APPRAISER FOR VALUATION (APPRAISER AND RE-APPRAISER) OF GOLD IN ACCOUNTS SECURED BY GOLD AS SECURITY UNDER RATE CONTRACT**

PART-I

यूको बैंक  UCO BANK

Head Office, Retail Banking Department  
2<sup>nd</sup> Floor, 10 BTM sarani, Kolkata-700001

**RFP REF NO: H.O/Retail/Tender/Appraiser/398/2022-23**  
**Date: 03/09/2022**

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

*This document is prepared by UCO Bank for empanelment and rate contract of corporate gold appraiser for valuation of Gold in Accounts secured by gold as security. It should not be reused or copied or used either partially or fully in any form.*

**Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.



PART-2

**NOTICE INVITING offers from Appraiser Service Provider**

In order to empanel Appraiser/Professional Firms for Gold appraisal and Re-Appraiser Services at Pan India level, UCO BANK, Head Office, 10 B.T.M Sarani, Kolkata, intend to invite Request for Proposal (RFP) from reputed/well established Appraiser/Professional Firms (hereinafter referred to as "Bidder") who are capable and willing to undertake Gold appraiser and re-appraiser services as required by the BANK within the given timeline and as per details listed out in this document. The Bidder should have the capability to timely deliver the services across 3000+branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas apart from having capability to meet scope of work.

**Availability of Tender Document:**

For the purpose, we solicit e-bids from eligible Appraiser/Professional Firms (hereinafter referred to as "Bidder") on or before **23/09/2022 up to 4.00 PM**. The bids will be opened on **26/09/2022 at 11.00 AM** by committee of executives and officers of our Bank at our Head Office, 10 B.T.M Sarani, Kolkata.

Tenderers may download the RFP document from the e-Tender website [www.tenderwizard.com/UCOBANK](http://www.tenderwizard.com/UCOBANK) or UCO Bank's official website [www.ucobank.com](http://www.ucobank.com).

Tender Reference No.	Tender No.398/2022-23 Dated 03/09/2022
Estimated cost	Rs.8.00 Crore plus GST (Annually)
Bid fee	The bidder shall furnish Bid fee (non-refundable) of Rs.10000/- (Rupees ten thousand only) by way of Demand Draft drawn on any schedule bank in favour of Uco Bank, payable at Kolkata ( <b>not applicable for MSEs Firms and MSEs Certificate should be submitted</b> ). Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of Bid fee in e-tender website is liable to be rejected on grounds of non-submission of Bid fee.
EMD (Returnable)	The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of Rs.8,00,000/- (Eight lac only) by way of Demand Draft drawn on any schedule bank in favour of Uco Bank, payable at Kolkata ( <b>not applicable for MSEs Firms and MSEs Certificate should be submitted</b> ). Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of EMD in e-tender

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	website is liable to be rejected on grounds of non-submission of EMD. The EMD of the bidders not qualified under Bid will be returned without interest in due course after opening of the financial Bid.
Date of issue of RFP	<b>03/09/2022</b>
Last Date & Time for Submission of Tender:	Bids can be submitted online before <b>23/09/2022</b> upto 4.00 pm at e-Tender website <a href="http://www.tenderwizard.com/UCOBANK">www.tenderwizard.com/UCOBANK</a> .
Pre-Bid Meeting	<b>00/00/2022</b>
Date and Time of Opening Technical Bid.	On <b>26/09/2022 at 11.00</b> am at Uco Bank, Retail Banking Deptt., Head Office, 10 BTM, Sarani, Kolkata-700001
Date of Opening of Financial Bid.	Financial Bid of tender will be opened for those vendors whose technical bid is qualified. Opening date of Financial Bid will be intimated later on.
Validity of Tenders	120 days from the date of opening of financial bid.
Scope of works	Duties/responsibilities enumerated in the <b>Annexure - V</b> . Please return the same with your signature as a token of acceptance thereof.
Address of communication	Chief Manager UCO BANK, Head Office. Retail Banking Department. 10 BTM, Sarani, Kolkata-700001 E-mail id: <a href="mailto:horetail.calcutta@ucobank.co.in">horetail.calcutta@ucobank.co.in</a> Phone: 033-44557957/8461
Process of submission of tender document.	This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a> .  Following activities will be conducted online through above website: a) Submission of Technical Bid & Commercial Bid by the Vendor b) Opening of Technical Bid & Commercial Bid by the Bank c) Clarification, if any, sought by the Bank. d) On-line evaluation by the Bank.  Representatives of Vendors will be given training



for e- Tendering by the Service Provider, M/s Antares Systems Ltd.

- Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

- Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

- a) Support to the Bidders for participating in the bids through e-tendering Website.
- b) Call center support/ email/ phone/mobile etc. in all possible medium.
- c) Registration with the e-tendering website.
- d) User Manual / Training Kit to the Bidder.
- e) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.

- f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

**Antares Systems Ltd.**

**Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.**

**Ph: - 080-49352000 / 40482000**

**Fax: - 080-49352034**

**Help Desk:**

Contact Person: Mr. Kushal Bose/ Mr. Siddhartha Mandal

Mobile no. 07686913157 / 09674758723



	<p>(On working days-0900 hours–1800 hours) e-mail: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a> <a href="mailto:siddharthasundar.m@antaressystems.com">:siddharthasundar.m@antaressystems.com</a></p> <p>g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p>
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**Uco Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers.**

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract.

All the information relating to corrigendum/addendum if any will be uploaded in Bank's website and e-tender website which may please be noted. No separate newspaper notification will be issued in this regard.

Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e-Tendering Service Provider M/s Antares Systems Ltd through Website <https://www.tenderwizard.com/UCOBANK>. latest by **23/09/2022 up to 4.00 PM**.

Asstt. General Manager  
Retail Banking Department  
UCO Bank,  
Head Office, Kolkata-700001



**PART-3: INDEX FOR BIDDERS**

Sl.No.	Particulars	Page No.
2	Eligibility Criteria	7-8
3	GENERAL TERMS & CONDITIONS	9-16
4	ANNEXURE-I (Valuation Report format)	17
5	ANNEXURE-II(APPLICATION FORMAT)	18-20
6	ANNEXURE-III (UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT)	21-22
7	ANNEXURE-IV(DRAFT INDEMNITY)	23
8.	SCOPE OF WORK	24-26
9.	FORMAT OF INTEGRITY	27-30
10.	PROFORMA FOR PERFORMANCE BANK GUARANTEE	31-33
11.	PRICE SCHEDULE-BOQ	34-35

### Eligibility Criteria:

Sl. No	Eligibility Criteria	Documents to be submitted with the Bid
1.	The bidder should be a corporation organization/psu/pse/private/public limited indian company/partnership / proprietorship firms under indian laws. The bidder shall submit the certificate of incorporation along with the technical bid in respect of this requirement.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	Firm should have adequate & qualified resources and infrastructure for conducting valuations on demand of gold ornaments and jewellery by determining and measuring the weight and purity of gold content in such gold ornaments and jewellery;	Self-declaration on company/firm's letter head
3.	The appraisers of firm providing such services must be able to read /write in local language.	Self-declaration on company/firm's letter head
4.	The Appraisers should possess prior experience with other banks /NBFCs/ Co-op. credit societies dealing with gold loans at least for 3 years.	Self-declaration on company/firm's letter head
5.	Firm should have at least one year experience as service provider for appraising/re-appraising of gold ornaments/jewellery/gold coins intended to be used as security for loan facilities to be availed of by any financial institution's customer.	a) The list & copy of similar service agreements (minimum two) executed in last three years in Banks/Financial Institutions along with service conduct certificate issued by such Banks/Financial institutions mentioning therein the conduct of services provided by the firm and period of experience.
6.	Firm should have successfully executed similar service agreement with at least two financial institutions.	b) Copy of the Audited Balance Sheet for 2019-20, 2020-21and 2021-2022. Bidder to provide certificate from CA certifying the annual Turnover and profit.

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7.	Firm should have their office/establishment with adequate infrastructure in India.	Proof related to establishment of office.
8.	Firm must be GST enlisted company.	True or certified copies of PAN card, Trade License, GST registration certificate.
9.	Detail of Key personnel permanently employed	As per <b>annexure – IV</b> , duly signed along with true or certified copy of KYC/PAN/DIN

UCO BANK





### General Terms & Conditions

#### A) **REJECTION OF BID:**

The bid is liable to be rejected if:

- Tenders received without EMD/Bid fee.
- It is not in conformity with the instruction mentioned in this tender document.
- It is received after expiry of the due date and /or time.
- It is evasive and contains incorrect information.
- If there is canvassing of any kind.
- It is submitted in a manner other than the method mentioned under the heading "Method of Submission of Bids" of this document.
- If any indication of price/rate/charges is being found in Part-I of the tender.
- If the tender/R.F.P is conditional.
- If there is any conflict of interest between the bank and Tenderer /Bider.

B) **EVALUTION CRITERIA OF THE TENDER:** The tender will be first technically evaluated on the eligibility criteria and those qualify the eligibility criteria will be evaluated on the basis of financial/commercials under "Price Bid". The Service Level Agreement will be shared with the successful bidders only.

#### C) **Method of Submission of Bids:**

- **Technical Bid (PART-I):** The Tender Application with required documents for technical qualification shall be sealed in an envelope and the envelope shall be super scribed as "**APPLICATION FOR Selection of Appraiser Services thereto rate contract for Appraising and Re-appraising of Gold Security**", and shall show name and address of the Applicant and will be submitted to the address mentioned above as address for communication so as to reach on or before date specified there in.
- **Financial Bid (PART-II):** Financial-Bid to be uploaded in e-tender website only.

For any clarification, following may be contacted:

Chief Manager/Sr. Manager,  
UCO BANK, HEAD OFFICE,  
10 BTM, Sarani, Kolkata-700001

E-mail id: [horetail.calcutta@ucobank.co.in](mailto:horetail.calcutta@ucobank.co.in)

Phone: 033-44557957/8461

D) **Contract Period:** The empanelment of Appraiser/Professional firms shall be valid for three year subject to yearly review of the services. On providing satisfactory service, selection may be extended for further period of one year.

If two vendors are selected, ratio of allocation of Zones to vendors (L1 and L2) will be 60% and 40% respectively and if three vendors are selected, ratio of allocation among L1, L2 and L3 will be 50:30:20 respectively. Bank's decision in this regard will be final. The

selected vendors have to provide service at L1 price. **Maximum only three vendors will be finally selected.** Bank reserves the right to modify/reallocate to the selected vendor of some other zone.

**E) List of documents to be submitted for technical evaluation of bid**

- a) The list & copy of similar service agreements (minimum two) executed in last three years in Banks/Financial Institutions along with service conduct certificate issued by such Banks/Financial institutions mentioning therein the conduct of services provided by the firm and period of experience.
- b) Copies of PAN card, Trade License, GST registration certificate.
- c) Self-declaration on company/firm's letter head with regard to eligibility criteria (point 1, 2 & 3) on appraiser appointed by the firm for the services.
- d) Key personnel permanently employed (as per **annexure – IV, duly signed**).
- e) Application form in **annexure – II, duly signed**
- f) EMD & Tender Cost
- g) UNDERTAKING under Annexure – III for Non-Blacklisting / Non-Debarment of the bidder to be stamped as declaration and duly attested by a notary.
- h) Duly filled up INTEGRITY Pact on Non judicial Stamp Paper of Rs.100/- as per enclosed format under Annexure-VI
- i) Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
- j) Copy of the Audited Balance Sheet for 2019-20, 2020-21 and 2021-2022. Bidder to provide certificate from CA certifying the annual Turnover and profit.

**List of documents to be submitted for Financial or Commercial Evaluation of bid**

- k) Basic Fee for Appraiser & Re-appraiser services.
  - The prices should be specified only in "Financial Bid" and must not be specified at any other place in the RFP document. Prices are to be quoted in Indian Rupees only.
  - Prices quoted by the Bidder (L1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
  - **All Bidders compulsorily need to quote for both Appraising and Re-Appraising services; however selection of bidder will be done category – wise i.e. taking L 1 of Appraiser and Re-Appraiser separately.**

- For Appraiser services minimum fee is stipulated here above in table & L-1 will be decided on the basis of the Total Weighted Maximum ceiling irrespective of loan amount.

Documents mentioned in the list of document provided here above for technical evaluation and financial evaluation of bid are required to be scanned and mandatorily be uploaded in our e-tender website.

F) **Earnest Money Deposit (EMD)**

- The Bidder shall furnish, as part of its Bid, an **EMD of Rs.800000/- (Rupees Eight lac only) (not applicable for MSEs Firms and MSEs Certificate should be submitted).**
- The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Pay Order drawn in favor of UCO BANK payable at Kolkata.
- The Earnest Money Deposit may be forfeited under the following circumstances:
  - i) If the bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
  - ii) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - iii) The bidder violates any of the provisions of the terms and conditions of this tender specification.
  - iv) In case of the successful bidder, if the bidder fails:
    - ❖ To sign the contract in the form and manner to the satisfaction of UCO BANK.
    - ❖ To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).
- EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders.



- The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement.
- Further, EMD is not applicable for MSME /Udyog Aadhaar Registered firms. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance either at the time of or before the execution of Service Level Agreement.
- **Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.**

## G) Other Terms & Conditions:

1. The Successful Bidder will be engaged for appraising/re-appraising services at all India level/cluster level.
2. The work is to be started in consultation with Concerned Zonal Office & Branch of, UCO Bank.
3. The service provider must attend the location for services as and when notified by Bank within a reasonable time of 15-20 minutes from the time of request by Bank.
4. Service provider must attend the location as and when notified by UCO BANK for the purposes of attending an Audit, remain present during the conduct of such audit and be bound by the results of such Audits.
5. The Service Provider shall use any and all reasonable methods to determine the gold purity and weight of such Gold Security. However, notwithstanding the foregoing, the Service Provider hereby expressly represents and warrants that at no time during the performance of a valuation shall the Service Provider damage or destroy the Gold security being tested or use any method of testing that shall materially/ adversely affect the gold jewellery/ ornaments being tested except on the basis of specific request by UCO BANK/Concerned Manager on the basis of suspicious circumstances.
6. To perform a valuation of Gold security identified for this purpose by the Service Provider and submit to BANK after the conduct of such valuation a written report ("Valuation Report") substantially in the format as annexed hereto as Annexure – I certifying the valuation on the same date of valuation. Such valuation shall be completed on the same day itself by the Service Provider.
7. Service provider when computing the value of gold jewelry/ornaments in question, the value of any semi – precious, precious and other stones, metals, alloys contained in the gold jewelry/ornaments in question as well as the workmanship, sentimental, historic and/or antique value to and of the gold jewelry/ornaments in question shall be excluded by the Service Provider.
8. Service provider to prepare and send such reports and duly complete in such forms as UCO BANK reasonably require with respect to the Services.
9. Service Provider shall be solely responsible for its staff/associates engaged to provide the services under this Agreement in respect of payment of salary/benefits and all statutory allowances/payments, terms and conditions of their service, payments, attendance, medical care, disciplinary matter and other matters incidental thereto.
10. Service Provider will indemnify the Bank for the losses occurred due to wrong appraisal/re-appraisal of gold by any of their employee/agent.



11. Bank reserves the right to accept or reject any or all quotation/s without assigning any reason.
12. The agreement can be terminated any time by the mutual consent of both the parties in writing.
13. Agreement may be terminated by either party, giving to the other one month's notice in writing of his or its intension to do so subject to acceptance by the Bank. The Agreement shall stand determined at the expiration of one month from the date receipt of notice from the other party receiving it provided always that if the Service Provider or his authorized person is considered by the Bank on account of his/authorized agent's negligence or carelessness in the performance of duties or has committed fraud or practiced dishonesty or has committed gross misconduct or if there shall be a breach by the Service Provider / authorized agent of any of the stipulations and conditions hereinbefore contained it shall be lawful for the Bank to put an end to the agreement forthwith by giving the Service Provider written notice of its intension to determine it forthwith and whether or not the circumstances in any particular case justify the Bank in summarily putting an end to this agreement shall be decided solely by Bank whose decision shall be final and binding on the Service Provider.
14. In the event of the Service Provider ceasing to be the Bank's Service Provider by termination of this agreement or otherwise, the Bank shall be entitled to get the jewels earlier appraised by the Service Provider, reappraised by any other person and the Service Provider shall pay to the Bank, the entire cost of such reappraisal.
15. The Service Provider hereby agrees to unconditionally indemnify UCO BANK and keep UCO BANK indemnified and saved harmless at all times in respect of any loss, damage, claims, costs, charges and expenses which UCO BANK may incur arising directly or indirectly as a result of negligence, default or omission on the part of the Service Provider, its officers, employees or agents or any party in performing the scope of Services in the manner provided for in the Agreement; breach of terms and conditions of the Agreement, including breach of representations & warranties of Service Provider, because of which UCO BANK may suffer or be put to or which may be occasioned to UCO BANK in connection with this Agreement.
16. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
17. If delays are observed in performances or deliveries and the time for such performances or deliveries is not extended by the Bank, Bank will be free to terminate the contract without further notice and without any cost/compensation therefore and the Performance Bank Guarantee submitted by defaulting Vendor will be invoked and amount will be forfeited without prejudice to Bank's rights and contentions available under contract and the laws for the time being in force.
18. The termination of agreement doesn't bar Bank to initiate legal action against the selected bidder for any fraud in connection of service provided.

H) **PAYMENT TERMS:** Payment will be made at Zonal Level against monthly invoice after completion of job, subject to compliance of terms of contract and statutory deductions as per Rule.



- I) **Non-Disclosure:** By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its Procurement thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -
- That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
  - That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
  - That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
  - That the bidder will strictly maintain the secrecy of Bank's data.
- J) The following **Independent External Monitors (IEMs)** have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

**1. Shri Ranjan S Katoch**

A-91, Alkapuri

Bhopal, MP- 462022

Email: [rkatoch@nic.in](mailto:rkatoch@nic.in)

**2. Shri Hare Krushna Dash**

House. No. 829, Sector 8

Gandhinagar- 382007, Gujarat

Email: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)

**K) Performance Bank Guarantee (In Annexure VII)**

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/Purchase Order (PO) have to furnish a Performance Bank Guarantee, **format as per**



**Annexure IV** issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost valid for a period of **36 months (36 months + a claim period of three (3) months)** from the date of Letter of Intent (LOI)/**Purchase Order (PO)** for indemnifying any loss to the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

**Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified.**

**L) Force Majeure**

- i. Notwithstanding the provisions of Terms & Conditions, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, "Force Majeure" means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**M) DISPUTE RESOLUTION MECHANISM:**

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- 1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within thirty (30) days of receipt of the notice.
- 2 The matter will be referred for negotiation between General Manager (Retail Banking Department) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.



- 3 In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The process of arbitration shall be conducted by a sole Arbitrator and for the above purpose sole arbitrator will be appointed by the Bank.
- 4 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 5 The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 6 The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- N) **Blacklisting** (Grounds for Blacklisting): - Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
  - any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/ Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
  - any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of



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India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

UCO BANK



## ANNEXURE – I (Valuation Report)

The Manager,  
UCO Bank  
.....Branch

Sir/Madam,

**Sub: Proposal of .....(Name of the Borrower(s) for grant of Gold Loan.**

I have been engaged by your ..... Branch vide its letter no.....dated .....and agreed to appraise, examine and assess the gold ornaments on contract basis.

I hereby declare that I am qualified to appraise the quality and genuineness of the gold ornaments and estimate its value.

**I hereby declare and certify that the gold ornaments mentioned in the Schedule below, which are offered as security by way of pledge to the Bank for the proposed loan, has been carefully examined and assessed by me in the presence of your Manager, Shri.....**

**I hereby declare and certify that their purity, gross weight, net weight and appraised value as specified respectively columns (3), (5), (7) and (8) hereunder and that the maximum weight of the jewels, stones, pearls and other materials studded/fitted therein is not likely to exceed the weight specified in column (7).**

### Schedule of Gold Jewellery/Ornaments/Gold coins

Jewellery type	Description of ornaments	Purity of Gold	Market Price of per Gram of standard gold as per Bank's Circular	Gross Weight of the ornaments	Estimated weight of jewels, stones, pearls & other materials studded or fitted in the ornaments	Net Weight	Appraised Value of Ornament as per Valuer	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Yours faithfully,

.....  
Signature of Appraiser

**Place:** .....  
**Date:** .....

**Full Name** .....  
**Signature** .....

Branch Manager/ Asst. Manager  
(To be made out in triplicate)

Manager

Borrower(s)



Annexure - II

**Particulars of the form to be furnished by the Applicants**

1. Name of Company / Firm:
2. Registered Address of the Company with Telephone No., FAX & E-mail ID:
3. Local Address of the company at ----- with Telephone No., FAX & E-mail ID:
4. Year of Establishment:
5. Status of the Company (whether Proprietary / private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department):
6. Name of the Proprietor / Directors / Partners / Controlling body:
  - i)
  - ii)
  - iii)
7. Whether registered for GST. If so, please mention the GST registration number and furnish a copy of such registration certificate:
8. Details of Permanent Account Number:  
(Enclose photocopy of PAN Card)



9. Number of appraisers

10. Whether empanelled with other PSU Banks / Govt. Deptts. / PSUs / Autonomous bodies. If so, Please furnish the following particulars:

**11. Particulars in respect of service agreement executed**

Sr. No.	Name of work/Project with address	Short description of services executed	Name & address of owner	Value of services executed	Stipulated time of completion	Actual time of completion

**12. Key personnel permanently employed**

Sr. No.	Name	Designation	Qualification	Experience	Years with the firm	Any other

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13. Furnish the names with contact no/address of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization

- i)
- ii)
- iii)

The particulars furnished in the application are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled.

Date:

Signature of Applicant  
(Seal)

UCO BANK



**Annexure -III**

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER  
TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

**Sub: RFP FOR EMPANELMENT OF CORPORATE GOLD APPRAISER FOR VALUATION (APPRAISER AND RE-APPRAISER) OF GOLD IN ACCOUNTS SECURED BY GOLD AS SECURITY UNDER RATE CONTRACT**

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

**(OR)**

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s ..... was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of .....years w.e.f. ....to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.



**\*STRIKE OUT WHICH IS INAPPLICABLE**

**(Deviation to the above if any, the Bidder must provide details of such action(s))**

Signature (1) ..... (2) .....

(Duly authorized to sign)

Name: .....

Capacity in which as executed: .....

Name & registered address of the Bidder: .....

Seal of the Bidder to be affixed

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**Annexure-IV**

**DRAFT**

**Letter of Undertaking & Indemnity**

**(To be executed on non-judicial stamp paper of requisite value)**

To  
UCO Bank  
Retail Banking Department  
Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated ..... agreeing to appoint us as Service Provider as Gold Appraiser/Re-appraiser for all India level / Regional level at 2 India Ex-change Place Building, at Kolkata, we, ....., a Company incorporated under the Companies Act, 1956 having its registered office at - ..... (full address) do hereby irrevocably and unconditionally agree and undertake that:

To indemnify UCO BANK and keep UCO BANK indemnified and saved harmless at all times in respect of any loss, damage, claims, costs, charges and expenses which UCO BANK may incur arising directly or indirectly as a result of negligence, default or omission on the part of the Service Provider, its officers, employees or agents or any party in performing the scope of Services in the manner provided for in the draft Agreement; breach of terms and conditions of the Agreement, including breach of representations & warranties of Service Provider, because of which UCO BANK may suffer or be put to or which may be occasioned to UCO BANK in connection with the Agreement. The responsibility to indemnify set forth in this Clause shall survive the termination of the Service Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of .....20

.....

(Signature of the Authorized Signatory of vendor along with the seal of the Company)





## Annexure-V

1. To duly and punctually attend the Bank's (branch at INDIA) or (branches located within INDIA, collectively, " Branch") for the purposes of providing service by conducting valuations on such days as may be stipulated for this purpose by UCO BANK from time to time and its sole discretion and/or as and when requested by the Gold Loan Manager or such other person as may be nominated by UCO BANK in this regard from time to time of the said locations within a reasonable time of 15-20 minutes from the time of request by UCO BANK. Delay in attending locations within the aforementioned prescribed timeline shall attract such penalty as may be intimated by UCO BANK to the Service Provider.
2. To duly test any gold jewellery/ornaments ("Gold Security") identified for this purpose by the Concerned Manager for the purposes of determining the gold purity and weight of such Gold security. In performing such tests the Service Provider shall use any and all reasonable methods to determine the gold purity and weight of such Gold Security. However, notwithstanding the foregoing, the Service Provider hereby expressly represents and warrants that at no time during the performance of a valuation shall the Service Provider damage or destroy the Gold security being tested or use any method of testing that shall materially/ adversely affect the gold jewellery/ ornaments being tested except on the basis of specific request by UCO BANK/Concerned Manager on the basis of suspicious circumstances. Should any gold jewellery/ornaments be damaged or destroyed or adversely affected due to the testing by the Service Provider, the Service Provider shall be solely responsible for any liability that may arise and hereby undertakes to compensate the customer/client in question for such loss or damage. It is further clarified that when determining the weight of any Gold Security, the Service Provider shall exclude the weight of any semi - precious, precious and other stones, metals, alloys contained in the gold security in question as well as any wastage.
3. To perform a valuation of Gold security identified for this purpose by the Service Provider and submit to UCO BANK after the conduct of such valuation a written report ("Valuation Report") substantially in the format as annexed hereto as Annexure – I certifying the valuation on the same date of valuation. Such valuation shall be completed on the same day itself by the Service Provider.

It is clarified that when computing the value of gold jewellery/ornaments in question, the value of any semi – precious, precious and other stones, metals, alloys contained in the gold jewellery/ornaments in question as well as the workmanship, sentimental, historic and/or antique value to and of the gold jewellery/ornaments in question shall be excluded by the Service Provider.

4. To attend the location as and when notified by UCO BANK for the purposes of attending an Audit, remain present during the conduct of such audit and be bound by the results of such Audits.



An "Audit" shall mean the auditing process that may be performed at any time at UCO BANK's discretion by UCO BANK pursuant to which representatives of UCO BANK and a valuer appointed by UCO BANK for this purpose ("Independent Valuer") shall examine any and/or all of the contents of any and/or all sealed containers, in which the Gold Security is kept and for this purpose shall, if so necessary or required in the sole opinion of UCO BANK, break open or otherwise gain access to any sealed containers for the purposes of conducting a valuation and examination of the content thereof. In the event that the Service Provider shall not attend the location during the conduct of an audit or shall fail to remain present during the conduct of an audit, the Service Provider hereby expressly agrees that it shall be deemed to have waived its right to remain present during such audit and to abide by the results of such audit including but not limited to the acceptance of any discrepancies in the value of any gold security s identified in the report and as ascertained by the audit. UCO BANK, shall, if practicable, give intimation of audit in writing at least 2 (two) days in advance.

5. In the event that at any time, whether by way of an audit or otherwise, it shall be revealed that there are any discrepancies in the value of any gold security as arrived at by the Service Provider, then in addition to any other rights and remedies that UCO BANK may have against the Service Provider whether at equity or in law, the Service Provider hereby agrees to compensate UCO BANK for any and all loss or liability that may be suffered or incurred by UCO BANK as a result of such discrepancies including without limitation any loss or liability that UCO BANK shall suffer under any financing facilities it shall have made available to its customers/clients and for this purpose the Service Provider shall be deemed to be a guarantor to UCO BANK of such customers/clients to the extent of the loss or liability incurred by UCO BANK. The Service Provider hereby grants to the Bank rights to set off/adjust such compensation amount from the fee's payout from UCO BANK.
6. The Service provider undertakes to purchase from the Bank, at the Bank's request and at 5% or such other percentage as intimated by the Bank from time to time below the market value of any gold security which the Bank has become entitled to dispose off pursuant to the provisions of any financing documents entered into by the Bank with its customers/clients. It is hereby clarified that the market value of the gold security shall be such value payable by a jeweler in the local area of the location for any gold jewellery/ornaments comparable to the gold security. Such value shall be ascertained by a valuer appointed by the Bank and whose decision shall be binding on the Service Provider and UCO BANK.
7. To buy back all such gold security, in case of customer defaults, at the purity level and weight valued by the valuer at 5% or such other percentage as intimated by the Bank from time to time below the market value of any gold security. In case of failure on the companies' part in buying back the said gold security, the company hereby agrees to UCO Bank holding his fees payout and agrees to compensate the Bank for any and all loss or liability that may be suffered or incurred by the Bank as a result of such failure. The provisions of the above clauses 5-7 shall survive termination of this Agreement for any reason whatsoever.



8. To prepare and send such reports and duly complete in such forms as UCO BANK reasonably require with respect to the Services and to further do, at the Service Providers sale cost and expense, all additional activities necessary to duly perform the Services. In addition, the Service Provider shall, at the request of UCO BANK, duly assist any customer/client of UCO BANK in the completion of the requisite forms required by UCO BANK prior to considering a loan request by such customer/client.
9. The Service Provider agrees to provide experiences and qualified Service provider personnel/ staff/appraisers for the purpose of Services.
10. To submit to UCO BANK from time to time the details of Service Provider's staff/associates along with their KYC details and to furnish to UCO BANK such details as UCO BANK may require from time to time in connection with the Service Provider's appointment by UCO BANK including but not limited to the photos and residential address (es) of the Service Provider's staff/associates performing valuations as well as supplying UCO BANK with any references that UCO BANK may require. Further, in the event that the Service Provider shall represent that it has any professional qualifications relating to the activities to be undertaken by it as part of the Services, the Service Provider shall furnish to UCO BANK, documentary evidence of such qualifications to the satisfaction of UCO BANK.
11. The Service Provider hereby expressly confirms that it shall be responsible for its staff/associates engaged to provide the services under this Agreement in respect of payment of salary/benefits and all statutory allowances/payments, terms and conditions of their service, payments, attendance, medical care, disciplinary matter and other matters incidental thereto.
12. The Service Provider hereby undertakes that its staff/associates will not indulge in any criminal activities, malpractices and undesirable practices in collusion with the customers or otherwise. In such cases they shall be dealt with under the provision of law and Service Provider shall be fully responsible for their conduct and hereby indemnifies UCO BANK and undertakes to make good any loss caused to UCO BANK in this respect. In the event of any such suspicion or occurrence of such instances the Service Provider shall immediately remove such personnel from providing service to UCO BANK and any request for change of personnel by UCO BANK on account of the above reasons shall be immediately acted upon by effecting change of personnel.



**ANNEXURE-VI  
FORMAT OF INTEGRITY**

**(To be executed on non-judicial stamp paper of requisite value)**

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the "**ONE PART**

And

..... Hereinafter referred to as "The Bidder (s)/Service Provider (s)".

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for.....The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s)/Service Provider (s).

Section 1 – Commitments of the Bank.

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Bank will exclude from the process all known prejudiced persons.

- **2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or it/if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.**

Sections 2 – Commitments of the Bidder (s)/Service Provider (s)

1. The Bidder (s)/Service Provider (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder (s)/Service Provider (s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder (s)/Service Provider (s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder (s)/Service Provider (s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder (s)/Service Provider (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s)/Service Provider (s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder (s)/Service Provider (s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s)/Service Provider (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder (s)/Service Provider (s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder (s)/Service Provider (s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

### Section 4: Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

### Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".



Section 6: Equal treatment of all Bidder (s)/Service Provider (s).

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before signing the contract.
2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violated Bidder (s)/Service Provider (s).

If the Bank obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director & CEO, UCO Bank.
3. The Bidder (s)/Service Provider (s) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Service Provider (s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Managing Director & CEO, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Managing Director & CEO, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the

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Managing Director & CEO, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, and expires for the contractor is 10 months after the last payment under the contract.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Bank)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)

Annexure –VII

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only).We..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.





4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid upto .....and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee including claim period).



8. Dated the ..... day of ..... for ..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_  
Bank Authorized Official

**NOTE:**

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

UCO BANK



## (Price Bid for Appraiser Service)

### PART-II (PRICE BID) FOR CORPORATE GOLD APPRAISER FOR VALUATION OF GOLD IN ACCOUNTS SECURED BY GOLD AS SECURITY

SL.NO	HEAD	AMOUNT (RS)	
1	FOR APPRAISER SERVICE (PER CASE): - _____ PER THOUSAND RUPEES LOAN AMOUNT (WITH A MINIMUM & MAXIMUM AMOUNT CEILING IRRESPECTIVE OF LOAN AMOUNT, AS DETAILED BELOW :)		
	<b>Particulars</b>	<b>Metro Centres (Weightage 10%)</b>	<b>Other Centres (Weightage 90%)</b>
	Minimum Ceiling (in Rs.)	350/-	200/-
	Maximum Ceiling (in Rs.)		

GST will be paid extra at applicable rate

Signature of Bidder with company seal

- Important:**
1. All Bidders compulsorily need to quote for both Appraising and Re-Appraising services; however selection of bidder will be done category – wise i.e. taking L 1 of Appraiser and Re-Appraiser separately.
  2. For Appraiser services minimum fee is stipulated here above in table & L-1 will be decided on the basis of the Total Weighted Maximum ceiling irrespective of loan amount.

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UCO BANK

Honours your trust

(Price Bid for Re-Appraiser Service)

PART-II (PRICE BID) FOR CORPORATE GOLD APPRAISER FOR VALUATION OF GOLD IN ACCOUNTS SECURED BY GOLD AS SECURITY

SL.NO	HEAD	AMOUNT (RS)
1.	FOR RE-APPRAISER SERVICE(PER CASE): - _____ PER OCCASION / PER ALLOTMENT / PER VISIT (IRRESPECTIVE OF LOAN AMOUNT)	

GST will be paid extra at applicable rate

Signature of Bidder with company seal

**Important:**

1. All Bidders compulsorily need to quote for both Appraising and Re-Appraising services; however selection of bidder will be done category – wise i.e. taking L 1 of Appraiser and Re-Appraiser separately.
2. For Appraiser services minimum fee is stipulated here above in table & L-1 will be decided on the basis of the Total Weighted Maximum ceiling irrespective of loan amount.