



CENTRAL BANK OF INDIA

Requests for Proposal (RFP) for

Appointment of Corporate Gold Appraiser Services on Full Time Basis and

On-Call Basis

For Appraisal and Re-appraisal under Service Level Agreement (SLA) Basis

(Through GeM Portal)

GeM BID No: GeM/2026/B/ 7388090

CENTRAL BANK OF INDIA
Central Office, Gold Cell, Retail Assets Department
Ground Floor, Chander Mukhi, Nariman Point, Mumbai-400021

Contact Details:

Ashok Palan/Assistant General Manager
Mobile No. 7045820451 / 022-69723030

Mail ID:

agmgold@centralbank.bank.in
cmgold1@centralbank.bank.in

NOTICE INVITING offers from Appraiser Service Provider

In order to empanel Appraiser/Professional Firms for gold appraisal work on Full Time basis and conducting appraisal and Re-appraisal work on on-Call basis at Pan India level, Central Bank of India, Head Office, Chander Mukhi Building, Nariman Point, Mumbai-400021, 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 1646+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 Documents:**

For the purpose, we solicit bids from eligible Appraiser/Professional Firms (hereinafter referred to as "Bidder") on or before **15.04.2026 up to 15.00 Hrs**

Tenderers may download the RFP document from the Bank's official website www.centralbank.bank.in and on from GeM portal.

Central Bank of India 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 Central Bank of India 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 on GeM portal 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 GeM Portal latest by **15.04.2026 up to 15.00 Hrs.**

Dy. General Manager
Retail Assets Department

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DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Central Bank of India or any of their representatives, employees or advisors (collectively referred to as Central Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources. The Bank Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

निविदा दस्तावेज/TENDER DOCUMENT

(नियम, शर्तें एवं ड्राइंग्स/Terms, Conditions & Drawings)

भाग/PART-ए/A

TECHNICAL BID /तकनीकी बोली

Proposal for Appointment of Corporate Gold Appraiser to provide Appraisal and Re-appraisal Services on Fulltime Basis and On-Call Basis under a Service Level Agreement (SLA)

CO: RAD: 2025-26:85

विज्ञापन की दिनांक/ Date of Advertisement	24.03.2026
प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission	15.04.2026 15:00 Hrs
बोली पूर्व मीटिंग / Pre-Bid Meeting	01.04.2026 at 15:00 Hrs. at Central bank of India, Gold Cell, Retail Assets Department, Chander Mukhi, Nariman Point, Mumbai 400021
बोली खुलने की दिनांक /Bid submission & Bid Opening Date	Last date of Bid submission – 15.04.2026 15:00 Hrs Bid Opening Date – 15.04.2026 15:30 Hrs
कार्य अवधि/Time Period of Contract	कार्य आदेश प्रदान करने की दिनांक से 3 years from award of Work Order
बयाना जमा राशि/Earnest Money Deposit	Rs.12,00,000/- (Rupees Twelve Lakh Only) DD favoring Central Bank of India, Payable at Mumbai.
MSME Registered Vendors are Exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.	
खुलने की दिनांक से निविदा की वैधता/Validity of Tender from the date of opening of Financial Bid.	120 दिन/ days
प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided	निविदा आमंत्रण सूचना के अनुसार/As per Notice Inviting Tender.
Independent External Monitor (IEM)	Mr Anant Kumar MAIL ID: - anant_in@yahoo.com Mr. Nirmal Anand Joseph Deva MAIL ID: - meghanadeva2022@gmail.com
Email for Correspondence	dgmretail@centralbank.co.in agmgold@centralbank.co.in
संपर्क व्यक्ति का नाम /Contact person name	Ashok Palan/Assistant General Manager Mobile No. 7045820451 / 022-69723030
बोलियां जमा करने का स्थान / Place of submission of Bids & opening of bids	Tenders to be submitted online at GeM Portal
Interim Payment	No, interim payment will be done. Payment will be done on completion of appraisal work of particular branch and presentation of invoice.

GENERAL INSTRUCTIONS TO BIDDERS

All Bidders must note that this being E-tender, only bids received online on GEM (Government e-Marketplace) portal <https://gem.gov.in> shall be considered as an offer. Any bid submitted in physical form will not be received or opened and shall be summarily rejected.

Procedure for submission of E-tender by Bidder:

Interested Bidders who wish to participate should visit the website <https://gem.gov.in> which is the only website for bidding their offer. Further, the procedure is as follows:

1. Register your firm/company on the website <https://gem.gov.in> for obtaining a Login ID and Password. Detail guidelines are available on GEM portal.
2. Apply for the RFP by uploading supporting documents.
3. Bidder must submit the offer before closing date & time. The website will automatically stop accepting the offer after closing date and time.

Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. Central Bank of India will not be responsible for any lapses/ failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.

DEFINITIONS

1. **“BANK”** unless excluded by and repugnant in context or the meaning thereof, shall mean “Central bank of India”, which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns.
2. **“RFP”** means Request for Proposal for Appointment of a Corporate Gold Appraiser Services on Fulltime Basis and on Call Basis for Appraisal and Re-appraisal services under a Service Level Agreement (SLA) Basis.
3. **“Bidder”** means a Bidder submitting the proposal in response of RFP.
4. **“Contract”** means the terms of RFP and other legal clauses signed by successful bidder and the Bank in the form of Service Agreement at the conclusion of bidding process.
5. **“Service”** means providing appraisers for doing appraisal work on full time basis and conducting appraisal and Re-appraisal work On-Call basis as per the Service Level Agreement (SLA) basis as per this RFP.

6. **“Proposal”** means that technical proposal and Commercial Proposal as per the formats prescribed in the RFP.
7. **“Service Provider”** means the successful bidder selected through this RFP process and appointed by the Bank for providing Services under Service Level Agreement (SLA) basis, in accordance with the terms and conditions specified in this RFP, the Service Level Agreement, and any work order or agreement executed with the Bank.

1. INTRODUCTION & OVERALL PROJECT OVERVIEW

- a. Central Bank of India (here in after also referred to as “The Bank” or “Bank”) having its Office at Chander Mukhi Building, Nariman Point, Mumbai Maharashtra-400021, is a Nationalized Bank serving the nation for the last more than 114 years. The Bank has a four tier Organization set up consisting of branches, Regional Offices, Zonal Offices and Central Office. The Central Office of the Bank is located at Chander Mukhi Building, Nariman Point, Mumbai Maharashtra-400021
- b. The bank has over 4571 branches across the country which has been controlled by 14 Zonal Offices and 90 Regional Offices.
- c. At present there are 1646+ branches who are doing gold loan business. Bank would like to add at least 500 branches in next fiscal year i.e. 2026-27 to increase gold loan business portfolio.
- d. There are two types of gold appraiser i.e. On call basis gold appraiser and Full-time gold appraiser.
- e. **On call basis-** gold appraiser visits branch for assessing of Gold/ Gold Ornaments /Jewellery as per the requirement of concerned Branch.
- f. **Full-time basis:** gold appraiser/s will be provided in identified Branches on full time basis.
- g. The branches are availing the services of gold appraisers on call basis and full-time basis based on the gold loan portfolio and as per requirement.

2. OBJECTIVE OF THE RFP

- a. To empanel Appraiser/Professional Firms for Gold appraisal and Re-Appraisal Services at Pan India level, **CENTRAL BANK OF INDIA** (hereinafter referred to as “Bank”) having its Central Office at Chander Mukhi Building, Nariman Point, Mumbai, Maharashtra-400021 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 appraising and re-appraising services as required by the Bank within the given timeline and as per details listed out in this document.

- b. The Bank intends to appoint Gold Appraisers for its branches located across India. Accordingly, the bidder should have a **PAN India presence**, either directly in its own name or through authorized third-party arrangements supported by valid agreements. However, bidders who do not have PAN India presence may also participate in the bidding process for **empanelment in specific zone(s)** of the Bank based on their operational capability. The Bank currently operates through **14 Zones across India**, and bidders may apply for one or more zones.
- c. The Bidder should have the capability to timely deliver the services across 1646+ branches of the Bank located in all states of the country and/or Zone-Wise/State Wise as per presence of bidder and capability to provide services, including large number of branches in rural and semi-urban areas apart from having capability to meet scope of work.
- d. The vendor will be engaged for gold appraising/re-appraising services at Regional Level and only those vendors are capable and willing to undertake Gold Appraiser and Re-appraiser services as and when required by the Bank within given timelines for branches.
- e. The documents may be downloaded from the Bank’s Website www.centralbank.bank.in or from GeM portal www.gem.gov.in

3. INTEGRITY PACT (IP)

Bidders, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case bids are not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in **Annexure IX** for strict compliance.

4. INVITATION TO TENDER BIDS

- a. The selected bidder is required to adhere to the terms of this RFP document and any deviation to the same shall not be acceptable to the Bank. Only those bidders who satisfy the eligibility criteria mentioned in this RFP document need to respond.
- b. This RFP is an invitation for bidder response. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is

signed & executed by duly authorized officials of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offers together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

- c. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
- d. Any bid received after the last date and time for bid submission prescribed as mentioned above, will not be accepted by the Bank. Furthermore, Bidders are advised to submit responses well before the last date and time of bid submission

5. QUALIFICATION/ELIGIBILITY CRITERIA

- 1. The bidding vendor should be either a private or public limited company, partnership, LLP, proprietorship firms incorporated in India and under Indian laws. The bidder shall submit the certificate of incorporation if it is company or LLP /the applicable constitutional documents for partnership/ proprietorship firm along with the technical bid in respect of this requirement.
- 2. Bidder firm/company should have adequate & qualified resources and infrastructure for conducting valuations of gold ornaments and jewellery by determining and measuring the weight and purity of gold content in such gold ornaments and jewellery on demand of the Bank. The bidder must ensure that the gold appraisers deployed are skilled and experienced in evaluating gold ornaments and jewellery, and preferably possess certification or training in gold appraisal from recognized institutions.
- 3. The appraisers deputed by vendor firm providing such services must be able to read /write in local language.
- 4. The bidder should have prior experience in gold appraisal services at least for 3 years, preferably with **Public Sector Banks, Pvt Banks**, NBFCs, or other financial institutions. Documentary proof of such experience may be required at the time of submission of the bid.

5. Bidder Firm should have at least three-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.
6. There should be no litigation / FIR with police pending against the Bidder firm, Directors/Partners of the firm as well as appraisers of the firm. The bidder/appraisers should not have been blacklisted, debarred, or disqualified by any Bank, Financial Institution, Government Department, or Regulatory Authority in India. **The NAME OF Bidder/Appraiser should not be in the defaulter list of CIBIL or any other Credit Information Companies.**
7. Firm should have successfully executed similar service agreement with at least two financial institutions.
8. Firm should have either owned or long leased office/establishment premises with adequate infrastructure in India. Bidder Firm/ Appraiser shall be carrying on appraisal business, for more than 3 years in case of rural/semi-urban/ urban/metro area.
9. The bidder must possess a valid Permanent Account Number (PAN) issued by the Income Tax Department. Other statutory registrations such as GST registration (if applicable) should also be provided.
10. Details of Key Managerial Persons of the Bidder and key personnel permanently employed to be submitted.
11. Bidder Firm shall submit documentary proof in support of the Qualification / Eligibility Criteria mentioned herein on /before the time of their onboarding. Bank reserves the right to evaluate veracity and correctness of documents submitted by bidders.

Instructions to Bidders:

1. Each page of the application shall be signed by a person having necessary authority to do so.
2. If the space in the Performa is insufficient for furnishing full details, such information may be given in separate sheets.
3. Applicants are required to furnish information against each item of the application. In case certain item is not applicable, please write NA. Application containing incorrect and or inadequate information is liable to be rejected.
4. For any further clarification, the applicant may contact to officials on the numbers given below during office hours. Shri. Ashok Palan, AGM - Phone: 7045820451/022-69723030/Mr Ram S Meena, DGM –Phone No. 022-69723004 or through e-mail on dgmretail@centralbank.bank.in and amggold@centralbank.bank.in

5. Any information furnished by the applicant is found to be incorrect at a later stage, the vendor is liable to be debarred from tendering / taking up any future work in the Bank.
The Bank reserves the right to verify the particulars furnished by the applicant independently.
6. The Bank also reserves the right to reject any application without assigning any reason and to restrict the list to any number deemed suitable by it, if too many applications are received satisfying the basic pre-qualification criteria. Bank also has the right to reject all the applications and go in for re-advertisement without assigning any reason

Performance Security

Successful Bidder shall furnish performance security at 5% of contract value by way of Demand Draft/ FDR/ Performance Bank Guarantee valid for 12 months over and above the contract period. The Performance Security deposited with the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the Bank due to non-compliance of the terms & condition as agreed between the parties; the Performance Security amount shall be liable to be forfeited straight away without assigning any reasons and shall be agreed upon by the Successful Bidder while executing the contract.

Non-Disclosure Agreement

Bidders shall maintain confidentiality of the information shared during the bid process and for this purpose they are required to enter into a Non-disclosure Agreement with the Bank as prescribed under **Annexure III_ APPENDIX**

Single Bid

Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. **Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.**

ANNEXURE-I

Eligibility Criteria-

Sr	Eligibility Criteria	Documents to be submitted with the Bid
1.	The bidder should be a corporation organization private/ 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 and 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 (preferably PSB).	Self-declaration on company/firm's letter head
5.	Firm should have at least three 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.	The list & copy of similar service agreements (minimum one) 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. Copy of the Audited Balance Sheet for FY 2023-24 and FY 2024-25 and provisional Balance Sheet for FY 2025-26. Bidder to provide certificate from CA certifying the annual Turnover and profit.
6.	Firm should have successfully executed similar service agreement with at least two financial institutions.	
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 annexure – II duly signed along with true or certified copy of KYC/PAN/DIN and Board resolution of authorized signatory for participating in the bid process for empanelment as corporate gold appraiser / re- appraiser.

ANNEXURE-II

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”.

For any clarification, following may be contacted:

Ashok Palan/Assistant General Manager
Mobile No. 7045820451 / 022-69723030

Mail ID:

agmgold@centralbank.bank.in

cmgold1@centralbank.bank.in

C. **CONTRACT PERIOD:** The empanelment of Appraiser/Professional firms shall be valid for **three years** subject to yearly review of the services.

- ❖ The list & copy of similar service agreements (minimum one) 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.
- ❖ Copies of PAN card, Trade License, GST registration certificate.
- ❖ 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.
- ❖ Key personnel permanently employed (as per annexure – II, duly signed).
- ❖ Application form in **Annexure – IV**, duly signed
- ❖ EMD & Tender Cost
- ❖ UNDERTAKING under **Annexure – VI** for Non-Blacklisting / Non-Debarment of the bidder to be stamped as declaration and duly attested by a notary.
- ❖ Duly filled up INTEGRITY Pact on Non judicial Stamp Paper of Rs.100/- as per enclosed format under **Annexure-IX**
- ❖ 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.
- ❖ Copy of the Audited Balance Sheet for FY 2023-24 and FY 2024-25 and provisional Balance Sheet for FY 2025-26. 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

- ❖ 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 ——— 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,
- ❖ All Bidders compulsorily need to quote for both Appraising and Re-Appraising services and Full Time Basis Appraiser; however, selection of bidder will be done as per procurement policy of the bank.
- ❖ 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 documents 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.

EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of its Bid, an EMD of Rs: 12,00,000/- (Rupees Twelve Lakh 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 CENTRAL BANK OF INDIA payable at Chander Mukhi, Building, Nariman Point, Mumbai-400021.

The Earnest Money Deposit may be forfeited under the following circumstances:

- ❖ If the bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
- ❖ 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

**The bidder violates any of the provisions of the terms and conditions of this tender specification.
In case of the successful bidder, if the bidder fails:**

To sign the contract in the form and manner to the satisfaction of CENTRAL BANK OF INDIA.

To furnish Performance Bank Guarantee in the form and manner to the satisfaction of CENTRAL BANK OF INDIA 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.

OTHER TERMS & CONDITIONS:

- ❖ The Successful Bidder will be engaged for appraising/re-appraising services at all India

level/cluster level.

- ❖ The work is to be started in consultation with concerned Regional Offices & Branches of Central Bank of India.
- ❖ The service provider must attend the location for services as and when notified by Bank within a reasonable time from the time of request by Bank.
- ❖ Service provider must attend the location as and when notified by CENTRAL BANK OF INDIA for the purposes of attending an Audit, remain present during the conduct of such audit and be bound by the results of such Audits.
- ❖ 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 CENTRAL BANK OF INDIA/Concerned Manager on the basis of suspicious circumstances.
- ❖ 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 – V** certifying the valuation on the same date of valuation. Such valuation shall be completed on the same day itself by the Service Provider.
- ❖ 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.

Service provider to prepare and send such reports and duly complete in such forms as CENTRAL BANK OF INDIA reasonably require with respect to the Services.

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.

Service Provider will indemnify the Bank for the losses occurred due to wrong appraisal/re-appraisal of gold by any of their employee/agent.

Bank reserves the right to accept or reject any or all quotation/s without assigning any reason.

The agreement can be terminated any time by the mutual consent of both the parties in writing. Agreement may be terminated by either party, giving to the other one month's notice in writing of his or its intention 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 intention 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.

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.

The Service Provider hereby agrees to unconditionally indemnify CENTRAL BANK OF INDIA and keep CENTRAL BANK OF INDIA indemnified and saved harmless at all times in respect of any loss, damage, claims, costs, charges and expenses which CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA may suffer or be put to or which may be occasioned to CENTRAL BANK OF INDIA in connection with this Agreement.

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.

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 contract and the laws for the time being in force.

The termination of agreement doesn't bar Bank to initiate legal action against the selected bidder

for any fraud in connection of service provided.

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

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.

PERFORMANCE BANK GUARANTEE (In Annexure XI)

The selected Bidder shall, within a period of twenty one (21) days from the date of acceptance of Letter of Intent (LOI)/Purchase Order (PO) have to furnish a Performance Bank Guarantee, format as per Annexure XI issued by any scheduled commercial bank (other than Central Bank of India)

equivalent to **5%** of the project cost valid for 12 months over and above the contract period from the date of Letter of Intent (LOI)/Purchase Order (PO) for indemnifying any loss, if any, 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.

FORCE MAJEURE

Notwithstanding the provisions of Terms & Conditions, the Bidder/Service Provider 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.

For purposes of this clause, "Force Majeure" means any failure or delay by selected Bidder 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.

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.

DISPUTE RESOLUTION MECHANISM:

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

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.

The matter will be referred for negotiation between General Manager (Retail Assets Department) of CENTRAL BANK OF INDIA 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.

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 to be referred to Sole Arbitrator and such dispute/difference shall be submitted by either party for arbitration within **30 days** of the failure of negotiations. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. Arbitration shall be held and hold their sittings in Mumbai and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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.

The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai 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.

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.

Digital Personal Data Protection Act, 2023 ("DPDP Act")

- i. The Service Provider /Vendor shall, always, comply with the provisions of the Digital Personal Data Protection Act, 2023 ("DPDP Act") and the Digital Personal Data Protection Rules, 2025 / Notifications / Guidelines and further rules made thereunder.
- ii. The Service Provider /Vendor shall implement appropriate technical and organizational

measures to ensure lawful processing, secure handling, confidentiality, integrity, availability, and protection of personal data obtained, accessed, shared, or processed in connection with this Agreement and the resultant contract.

- i. Further, the Service Provider /Vendor shall take due care while collecting and dealing with sensitive personal data or information of Bank and its customer. Any processing of Personal Data by the Service Providers in the performance of the Agreement under the Agreement shall follow the above Act/Rules. The Service Provider shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable.
- ii. The Service Provider /Vendor shall act only on documented instructions of the Bank and shall not process personal data for any purpose other than the performance of the obligations under this Agreement.
- iii. Any data breach, unauthorised access, misuse, loss, or disclosure of personal data must be reported to the Authority/Bank in writing within [24 hours] of occurrence, along with an incident report and remedial action plan.
- iv. The Service Provider /Vendor shall indemnify and hold harmless the Bank against any loss, liability, penalty, claim, cost, or damages arising out of non-compliance with the DPDP Act and Rules.

Labour Law Adherence and Compliance with Court Directions

- i. The Bidder/Vendor shall ensure full compliance with all applicable labour laws, employment laws, industrial relations regulations, social security legislation, and any orders/directions issued by competent Labour Courts/Industrial Tribunals/Authorities / RBI and any other Regulatory/ Statutory body in India.
- ii. The Bidder/Vendor shall be solely responsible for payment of salaries, wages, statutory contributions, benefits, and all dues to its employees, subcontractors, labour, and statutory personnel deployed for execution of work under this RFP.
- iii. No employer-employee relationship shall be deemed to exist between the Bank and the personnel engaged by the Bidder/Vendor.
- iv. In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Bidder/Vendor, the same shall be solely borne and resolved by the Bidder/Vendor without any liability upon the Bank.
- v. The Bidder/Vendor shall indemnify the Bank against any losses, costs, or legal liabilities on account of any violation or non-compliance of applicable laws including any liabilities, costs or expenses arising in connection with any proceedings in respect thereof.

Blacklisting (Grounds for Blacklisting): - Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

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

ANNEXURE-III

APPENDIX

Non-Disclosure Agreement
(On Stamp paper of Rs. 500/-)

This Non-Disclosure Agreement entered at ____ on the ____ day of ____ 2026 into between Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Chander Mukhi Building, Nariman Point, Mumbai-400021 (hereinafter called “the Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART and (Name of Bidder/Vendor) of (Please specify the registered office / Principal Place of business of the Vendor) (Hereinafter called “the bidder/the Vendor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees and also the Appraisers engaged from the Vendor in terms of the Bid Document/Contract) of the OTHER PART;

WHEREAS, Bank called for the bids for engagement of Bidder for providing Gold appraisal and reappraisal services M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services at the Bank's branches/offices at various locations across India, has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for Bank, to grant the vendor specific access to Bank's property/information and other data.

In connection with this Agreement, “ Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Bank including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy,

property, contracts, trade secrets, transactions, or interested parties of Central Bank of India and/or any other information whether disclosed to the Vendor in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- a) The Vendor agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
 - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii. restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - iv. Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
 - i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii. is independently developed by the recipient without breach of this Contract;
 - iii. is the public domain;
 - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - v. is released from confidentiality with the prior written consent of the other party. The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.
- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks, databases of

Bank and the properties offered from the customers to the Bank as security including gold, while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendors of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of Bank that the vendor's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.
- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract
- f) The provisions hereunder shall survive termination of the Contract.

Sign Name _____ Designation _____ Company Seal Place: Date:	Accepted (Bank) Sign _____ Name _____ Designation _____ Company Seal Place: Date:
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ANNEXURE - IV

Particulars of the form to be furnished by the Applicants

S.No.	Particulars	Details
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1.	Name of Bidder	
2.	Constitution	
3.	Registered Address of the company	
4.	Local Address of the Company	
5.	Authorized Person for bid	
6.	Contact Details (Mail id & Mob No)	
7.	Year of Incorporation	
8.	Status of the Company (whether Proprietary / private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department):	
9.	Name of the Proprietor / Directors / Partners / Controlling body: 1. 2. 3.	
10.	Number of appraisers	
10.	Whether empanelled with other PSU Banks / Govt. Depts. / PSUs / Autonomous bodies.If so, please furnish the following particulars:	
11.	GeM Registration No.	
12.	Good and Service Tax Number (GSTN)	
15.	Whether all terms & conditions of RFP complied with.	
16.	Bank Details (Bank Name,A/c No. & IFSC)	
17.	PAN Number	
18.	Details of EMD (BG/UTR/Reference No. date & Amount)	
19.	Exemption Certificate details (if applicable). Eg:MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

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

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

- 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
 -
 -
 -

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)**

The Service Provider shall ensure providing Service Provider personnel /staff (Appraiser /Assayer) for the purpose of Services as under:-

- The Service Provider will ensure the supply / service the quality trained appraisers on demand to CENTRAL BANK OF INDIA
- The appraiser allotted to CENTRAL BANK OF INDIA should carry proper identity card with signature and photograph to be attested by the authorized signatory of Service Provider
- Appraiser should be able to read/write the local language and should not be below the age of 30 years and above 60 years
- Police verification Report of appraisers from Local Police Station.to be obtained & kept on record.
- The appraisers allotted shall faithfully & diligently do or perform the Services
- The appraisers allotted shall be bound by the terms and conditions of Agreement including the secrecy/ confidentiality terms of this Agreement
- The Appraisers allotted shall possess prior experience with other PSB/Pvt banks / NBFCs dealing with gold loans. The Appraiser should have business place, either owned by him or taken on long lease.
- The appraiser allotted shall have satisfactory banking relationship with CENTRAL BANK OF INDIA or any other bank.
- The Service Provider has done the background verification of Appraiser which include, KYC documents, character certificate from 2 reputed individuals known to the appraiser, and previous employer certificates (If any).
- The Service Provider has conducted interview and skill test process to ascertain appraiser's aptitude and to assess his knowledge of identifying jewelry/purity.
- The Service Provider has conducted soft skill training to Appraisers fit into for providing Services.
- Appraisers allotted will be regular employees of the Service Provider.
- It should be ensured that appraisers appointed do not deal in gold trading

- Salaries and statutory requirements of the appraisers will be the sole responsibility of the Service Provider.
- The Service Provider shall provide periodic training and skill updating.
- The engagement of appraisers by CENTRAL BANK OF INDIA shall be strictly in line with this Agreement.
- The Payment of fees will be as per this Agreement and any modification there to from time to time.
- The appraiser should make appraisal within bank's premises in presence of borrower & branch officials. A description of individual ornaments offered for pledge with their gross weight, wastage, net weight & market value should be certified by valuer in the prescribed format.
- Gold loan to Jewel Appraiser/ his relatives shall not avail Gold Loan from CENTRAL BANK OF INDIA
- The Service provider should ensure that jewel appraiser is not involved in work relating to entries in register, making label/packets and entering bank vault, opening safes etc. and the work should be confined to checking of jewels for quality/weight and filling the portion pertaining to the appraiser.

ANNEXURE V

SAMPLE VALUATION REPORT, GOLD APPRAISER'S CERTIFICATE & CUSTODIAN CERTIFICATE

Name of the valuer /Gold Appraiser:

Place:

and Address:

Date:

Name of the borrower:

A/c No.:

Packet No:

Per Gram Market Rate of Gold

22 Karat: Rs.

24 Karat: Rs.

S No	Description of Gold Ornaments/ "Gold coins sold by Banks"	No. of units	Impurity	Purity (24/22/20/18 Karat)	Weight in grams of ornaments/gold coins (22k conversion in case of ornaments of lower purity)		Value of net weight of gold
					Gross	Net	
	Total						

I hereby confirm having pledged the above-mentioned gold jewellery for the purpose of availing gold loan from Central Bank of India.

Signature of Borrower

I hereby certify that I have tested/appraised the above & the gross weight of the article, net weight of gold, carat, purity of fineness, rate per gram & market value shown against the ornaments mentioned above are to the best of my knowledge correct & in order.

Signature of Gold Appraiser/valuer

I/We hereby declare that above items of jewellery/ ornaments have been received by me/us and are in our joint

custody. Loan amount: Rs.

Due Date:

Signature/s of Joint Custodian/s (Officer/s)

Signature of Branch Manager

We hereby declare that above packet number in the loan account is in our joint custody.

**Signature of Joint Custodian (other than Officer)
(Officer/s)**

Signature/s of Joint Custodian/s

CERTIFICATE OF RELEASE OF GOLD

The sealed bag containing the gold ornaments is opened by me in the presence of Bank Officials and the borrower. I certify that weight, fineness and description of each gold item is found correct

Witness:

Gold Appraiser/Valuer's

Signature

RECEIPT

Received from Central Bank of India, _____ Branch, the above mentioned gold ornaments in good condition.

Witness:

Borrower's Signature

Place:

Date:

ANNEXURE VI

**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 ASSECURITY 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/swas blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/ Procurement for a period ofyears w.e.f.....to.....

The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 1) 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.

- 2) 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

ANNEXURE-VII

Letter of Undertaking & Indemnity**(To be executed on non-judicial stamp paper of requisite value)****To,****Central Bank of India****Retail Assets Department****Central Office, Mumbai**

In consideration of Central Bank of India, 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 Chander Mukhi, Nariman Point, Mumbai-400021 (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/Zone-Wise/State-Wise level at 2 India Ex-change Place Building, at Mumbai, 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 CENTRAL BANK OF INDIA and keep CENTRAL BANK OF INDIA indemnified and saved harmless at all times in respect of any loss, damage, claims, costs, charges and expenses which CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA may suffer or be put to or which may be occasioned to CENTRAL BANK OF INDIA 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 of20.....

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

ANNEXURE-VIII

SCOPE OF WORK

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 CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA in this regard from time to time of the said locations within a reasonable time from the time of request by CENTRAL BANK OF INDIA. Delay in attending locations within the aforementioned prescribed timeline shall attract such penalty as may be intimated by CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA/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 CENTRAL BANK OF INDIA after the conduct of such valuation a

written report ("Valuation Report") substantially in the format as annexed hereto as Annexure–V 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 CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA discretion by CENTRAL BANK OF INDIA pursuant to which representatives of CENTRAL BANK OF INDIA and a valuer appointed by CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA, 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. CENTRAL BANK OF INDIA, 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 CENTRAL BANK OF INDIA may have against the Service Provider whether at equity or in law, the Service Provider hereby agrees to compensate CENTRAL BANK OF INDIA

for any and all loss or liability that may be suffered or incurred by CENTRAL BANK OF INDIA as a result of such discrepancies including without limitation any loss or liability that CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA of such customers/clients to the extent of the loss or liability incurred by CENTRAL BANK OF INDIA. The Service Provider hereby grants to the Bank rights to set off/adjust such compensation amount from the fee's payout from CENTRAL BANK OF INDIA.

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 CENTRAL BANK OF INDIA.
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 Central Bank of India 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 CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA, duly assist any customer/client of CENTRAL BANK OF INDIA in the completion of the requisite forms required by CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA from time to time the details of Service Provider's staff/associates along with their KYC details and to furnish to CENTRAL BANK OF INDIA such details as CENTRAL BANK OF INDIA may require from time to time in connection with the Service Provider's appointment by CENTRAL BANK OF INDIA including but not limited to the photos and residential address (es) of the Service Provider's staff/associates performing valuations as well as supplying CENTRAL BANK OF INDIA with any references that CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA, documentary evidence of such qualifications to the satisfaction of CENTRAL BANK OF INDIA.
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 CENTRAL BANK OF INDIA and undertakes to make good any loss caused to CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA and any request for change of personnel by CENTRAL BANK OF INDIA on account of the above reasons shall be immediately acted upon by effecting change of personnel.

ANNEXURE-IX

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

Central Bank of India, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Chander Mukhi, Nariman Point, Mumbai-400021 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.

d. 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

4. 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.
5. 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, Central Bank of India.
6. 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.

7. 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.
8. 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.

1. The Monitor will submit a written report to the Managing Director & CEO, Central Bank of India 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.
2. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Central Bank of India.
3. If the Monitor has reported to the Managing Director & CEO, Central Bank of India a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director & CEO, Central Bank of India 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.
4. 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 12 valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, Central Bank of India.

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. Mumbai.
- 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-X

SERVICE LEVEL AGREEMENT

This agreement is made and executed at _____ on this **DD/MM/YYYY**

BETWEEN

Central Bank of India, a body corporate, constituted under The Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970, with its Head Office at Chander Mukhi, Nariman point, Mumbai-400021 through its authorized official Mr -----, Designation-----
----- (Hereinafter called the “Central Bank of India” which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns)
OF THE FIRST PART

AND

M/s _____ (**Umbrella Agency Name**) having its Regd. office at _____,
and signing through its authorized Director, _____, residing at -----
-----, (hereinafter referred to as the “Service Provider”
which expression unless repugnant to the context of meaning thereof shall be deemed to mean and include its successor and permitted assigns) OF THE SECOND PART

CENTRAL BANK OF INDIA and Service Provider are, wherever the context so requires, hereinafter individually referred to as “Party” and collectively as “Parties”

WHEREAS

A. CENTRAL BANK OF INDIA as part of its business proposes to make available to such of its customers /clients as CENTRAL BANK OF INDIA may at its sole discretion deem fit, a loan facility to be *inter alia* secured by the deposit with CENTRAL BANK OF INDIA and creation of an appropriate security interest by way of a pledge in favour of the CENTRAL BANK OF INDIA of gold jewellery/ornaments owned by the selected customers. The amount of the loan facility that shall be made to a selected customer/client shall be *inter alia* determined by the weight and purity of the gold content in the gold jewellery/ornaments to be pledged in favour of CENTRAL BANK OF INDIA by the selected customer/client;

- B.As CENTRAL BANK OF INDIA is having expertise deficit in conducting valuations of the said gold jewellery/ornaments/gold coins to be given as security by the selected customers/clients who wish to avail of the above mentioned loan facility, CENTRAL BANK OF INDIA is desirous of availing the service of competent valuers to accurately determine the purity and weight of the gold content in the gold jewellery and ornaments in question;
- C. The Service Provider has represented and assured CENTRAL BANK OF INDIA that it has adequate experience, resources and infrastructure in conducting valuations of gold ornaments and jewellery by determining and measuring the weight and purity of gold content in such gold ornaments and jewellery;
- D. The Service Provider has approached CENTRAL BANK OF INDIA to be engaged by CENTRAL BANK OF INDIA as a non – exclusive valuer Service Provider for the purposes of performing valuations on behalf of CENTRAL BANK OF INDIA on gold ornaments/jewellery/gold coins (issued by Banks) intended to be used as security for loan facilities to be availed of by CENTRAL BANK OF INDIA's customers/clients and CENTRAL BANK OF INDIA has agreed to appoint the Service Provider for this purposes on the terms and conditions hereinafter appearing;

NOW THEREFORE THIS AGREEMENT DOES WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER-

1. ENGAGEMENT

1.1 CENTRAL BANK OF INDIA does hereby engage the Service Provider to conduct valuations of the gold jewellery/ornaments of gold jewellery/gold coins owned by CENTRAL BANK OF INDIA's customers/clients ("Valuation") and intended to be used as security with regard to certain loan facilities to be made available to such customers /clients at CENTRAL BANK OF INDIA's sole discretion, at the identified location of CENTRAL BANK OF INDIA, which shall be intimated to the service provider from time to time.

1.2 The engagement of the Service Provider by CENTRAL BANK OF INDIA as per Clause 1.1 shall not be exclusive and CENTRAL BANK OF INDIA shall have the right, but not the obligation, to appoint such other valuers/Service Providers as it may deem fit from time to time for the purposes of performing valuations. It is clarified that CENTRAL BANK OF INDIA shall have the right, but not obligation, to appoint such other valuers/Service Providers in such geographical proximity to the Service Provider/valuer as CENTRAL BANK OF INDIA may think fit.

2. SCOPE OF WORK

2.1 The Parties agree that the scope of work of the engagement (collectively referred as “Service”) as under:

2.1.1 To duly and punctually attend the locations identified for the purposes of providing service by conducting valuations on such days as may be stipulated for this purpose by CENTRAL BANK OF INDIA from time to time and its sole discretion and/or as and when requested by the Branch Manager or such other person as may be nominated by CENTRAL BANK OF INDIA in this regard from time to time (“Concerned Manager”) of the said locations within a reasonable time from the time of request by CENTRAL BANK OF INDIA. Delay in attending locations within the aforementioned prescribed timeline shall attract such penalty as may be intimated by CENTRAL BANK OF INDIA to the Service Provider.

2.1.2 To duly test any gold jewellery/ornaments/coins (“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 CENTRAL BANK OF INDIA/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.

2.1.3 To perform a valuation of Gold security identified for this purpose by the Service Provider and submit to CENTRAL BANK OF INDIA after the conduct of such valuation a written report (“Valuation Report”) substantially in the format as annexed hereto as Annexure – V certifying the valuation on the same date of valuation. Such valuation shall be completed on the same day itself by the Service Provider. When performing the valuation, the Service Provider shall use the following formula:

$$(V) = (A) * (B)$$

Where:

(A) Shall be the value assigned at the date of valuation by CENTRAL BANK OF INDIA at its sole discretion for the different gold purity of the Gold Security. It is clarified that CENTRAL BANK OF INDIA shall not be bound or required to use the prevailing market rates for different purities of gold. It is further 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.

(B) Shall be the weight of the gold content of the gold jewellery/ornaments in question as measured by the Service Provider at the time of valuation.

(V) Shall be the value of the gold jewellery/ornaments in question reached by a multiplication of the amounts contained in (A) and (B).

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

For the purposes of this Agreement only, an “Audit” shall mean the auditing process that may be performed at any time at CENTRAL BANK OF INDIA’s discretion by CENTRAL BANK OF INDIA pursuant to which representatives of CENTRAL BANK OF INDIA and a valuer appointed by CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA, 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. CENTRAL BANK OF INDIA, shall, if practicable, give intimation of audit in writing at least 2 (two) days in advance.

2.1.5 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 CENTRAL BANK OF INDIA may have against the Service Provider whether at equity or in law, the Service Provider hereby agrees to compensate CENTRAL BANK OF INDIA for any and all loss or liability that may be suffered or incurred by CENTRAL BANK OF INDIA as a result of such discrepancies including without limitation any loss or liability that CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA of such customers/clients to the extent of the loss or liability incurred by CENTRAL BANK OF INDIA. The Service Provider hereby grants to the Bank rights to set off/adjust such compensation amount from the fee's payout to CENTRAL BANK OF INDIA. However this is subject to the conditions of Para 8.1 (indemnification)

2.1.6 To prepare and send such reports and duly complete in such forms as CENTRAL BANK OF INDIA reasonably require with respect to the Services and to further do, at the Service Provider's sale cost and expense, all additional activities necessary to duly perform the Services. In addition, the Service Provider shall, at the request of CENTRAL BANK OF INDIA, duly assist any customer/client of CENTRAL BANK OF INDIA in the completion of the requisite forms required by CENTRAL BANK OF INDIA prior to considering a loan request by such customer/client.

2.1.7 The Service Provider agrees to provide experienced and qualified Service provider personnel/staff/appraisers for the purpose of Services as per the requirement provided.

2.1.8 To submit to CENTRAL BANK OF INDIA from time to time the details of Service Provider's staff/associates along with their KYC details and to furnish to CENTRAL BANK OF INDIA such details as CENTRAL BANK OF INDIA may require from time to time in connection with the Service Provider's appointment by CENTRAL BANK OF INDIA including but not limited to the photos and residential address(es) of the Service Provider's staff/associates performing valuations as well as supplying CENTRAL BANK OF INDIA with any references that CENTRAL BANK OF INDIA 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 SERVICE, the Service Provider shall furnish to CENTRAL BANK OF INDIA, documentary evidence of such qualifications to the satisfaction of CENTRAL BANK OF INDIA.

2.1.9 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.

2.1.10 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 CENTRAL BANK OF INDIA and undertakes to make good any loss caused to the 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 CENTRAL BANK OF INDIA and any request for change of personnel by CENTRAL BANK OF INDIA on account of the above reasons shall be immediately acted upon by effecting change of personnel.

Standards –

The Service Provider shall follow all the standards which will adhere to Bureau of Indian Standards (BIS) specifications or any other applicable standards as to CENTRAL BANK OF INDIA.

3. FEES

3.1 In consideration for the performance by the Service Provider of its obligations under this agreement, CENTRAL BANK OF INDIA shall pay to the Service Provider the fees and charges as set forth in hereto.

3.2 Payments by CENTRAL BANK OF INDIA to the Service Provider shall be on basis of the invoice submitted by the Service Provider as per Services provided by Service Provider to CENTRAL BANK OF INDIA and payments will be made in CENTRAL BANK OF INDIA operative account after deducting the tax at source within 15...days of the invoices being received by CENTRAL BANK OF INDIA.

3.3 All fees and charges payable by CENTRAL BANK OF INDIA to the Service Provider under the provisions of this agreement shall be inclusive of all applicable taxes (except GST) charged, or which may be imposed in the future on any of the services provided by the Service Provider under this agreement. However, GST to be paid extra as and when applicable. In the event that CENTRAL BANK

OF INDIA is required to withhold such amounts and furnish to the Service Provider, appropriate certificates evidencing the payment of such taxes on behalf of the Service Provider. CENTRAL BANK OF INDIA shall not be liable to pay to Service Provider any charges over and above fees, for any reason, whatsoever.

3.4 The Service Provider shall be responsible for intimating to CENTRAL BANK OF INDIA, the applicable service charges, taxes, etc. that are required to be deducted by CENTRAL BANK OF INDIA.

3.5 CENTRAL BANK OF INDIA reserves the right to dispute/ withhold payments/further payment due to the Service Provider under this or any other Agreement if the Service Provider has not performed or rendered the Services in accordance with the provisions of this Agreement. In the event CENTRAL BANK OF INDIA disputes payment, CENTRAL BANK OF INDIA must inform the Service Provider in writing, and the Parties will attempt to settle the payment dispute under the amicable settlement procedures of Clause 14. 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 CENTRAL BANK OF INDIA 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. Set – Off –

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement

5. Covenant of Service Provider

5.1 The Service Provider shall be responsible for the genuineness of all jewellery, whether of gold or silver or other metal and of precious stones, etc., which are proposed to be accepted by the Bank for pledge on their appraisal or on the appraisal of any person authorized by the Service Provider for the purpose, and shall be liable to make good on demand any loss which the Bank may sustain in consequence of the erroneous or defective appraisal of the pledged articles

5.2 The Service Provider hereby agrees that in the event of their absence from their place of business, the Agency authorizes with the prior approval of the Bank, any other competent person to appraise jewels in their place for a temporary period & the Agency shall be responsible in all respects for work of appraisal done by its authorized person and the Service Provider shall

be responsible to meet all expenses, charges, etc., of the authorized person so engaged by the Agency and further that the Service Provider shall be liable to reappraise soon after return of Agency to their place of business on prior appointment with the Bank all jewels appraised by such authorized person. The Service Provider shall give the letter of authority.

5.3 The Service Provider shall be responsible for the due safety (both within and outside the Bank premises) of and be held accountable for and shall on demand forthwith deliver or make satisfaction to the Bank of all specie, ornaments, documents, letters, files, stationery and any things and articles of any description whatever received by the Agency (or by any person or persons with their consent expressed or implied or at their connivance) from the Bank or on behalf of the Bank from any customer or other persons having business or dealings with the Bank.

6. REPRESENTATIONS & WARRANTIES OF THE SERVICE PROVIDER

6.1 The Service Provider is a firm duly incorporated, validly existing and in good standing under the laws of Private Limited Company, with full power and authority to own its property and assets and to perform the scope of service .

6.2 The Service Provider has the requisite power and authority to enter into and to perform this agreement and to make the representations set out herein.

6.3 The Service Provider is duly licensed under applicable law to carry on the activities comprising the scope of service and shall maintain such licenses or consent during the term of this agreement.

6.4 This agreement, and any other document or other writings to be entered into pursuant to this agreement, will when signed or executed by the Service Provider constitute binding obligations on the Service Provider in accordance with its terms, and all corporate, statutory or regulatory approvals required under any law or advisable for entering into and performing the provisions of this agreement have been duly obtained and are in full force and effect and the conditions thereof have been duly complied with.

6.5 The execution of and the compliance with the terms of this agreement does not and will not:

6.5.1 Conflict with or constitute a default under or a breach of any provision of:

6.5.2 Any agreement or instrument to which the Service Provider is a party; and/or

6.5.3 The constitutional and corporate documents of the Service Provider; and/or

6.5.4 Any order, judgment, award, injunction, decree by which the Service Provider is bound.

6.5.5 Result in the termination, withdrawal or modification of any license, consent or permit obtained by the Service Provider and required to perform the scope of service.

6.5.6 The Service Provider hereby expressly represents and warrants to CENTRAL BANK OF INDIA that it has understood and agreed to the scope of Services and that the Service Provider is sufficiently and suitably qualified, experienced and possessed of the requisite equipment required for the performance of its obligations. The Service Provider hereby further represents and warrants to CENTRAL BANK OF INDIA that it shall perform the activities forming the scope of Services with due diligence and care and regard. The Service Provider expressly understands and agrees that CENTRAL BANK OF INDIA shall be entitled to rely upon the expertise and experience of the Service Provider in performing the valuations and verifying the purity or genuineness of gold jewellery/ornaments to be pledged in favour of CENTRAL BANK OF INDIA and without derogation to the generality of the provisions of Clause 6 hereinafter, the Service Provider expressly agrees to indemnify CENTRAL BANK OF INDIA, its officers, employees and agents for any loss, damage or liability that may occur as a result of CENTRAL BANK OF INDIA relying upon any such valuations or purity

6.5.7 The Service Provider shall maintain adequate insurance coverage viz. fidelity insurance, commercial liability insurance coverage, medical, insurance coverage against physical loss or damage to the Service Provider's personnel, and any other insurance as required by applicable laws and shall ensure that all such insurance policies remain in force during the provision of the Services by the Service Provider.

7. TERM AND TERMINATION

7.1 This Agreement shall remain valid and in force for a continuous period of two (03) years from date of execution of this agreement i.e. (Date) unless otherwise terminated in accordance with the provisions herein after contained. Thereafter, this Agreement may be renewed for further periods, by mutual agreement of the Parties.

7.2 This agreement may be terminated any time by the mutual consent of both parties in writing.

7.3 Notwithstanding the above, CENTRAL BANK OF INDIA shall be entitled to forthwith terminate this agreement with or without cause and with one month's notice to the Service Provider.

7.4 The Service Provider shall be entitled to terminate this agreement by giving CENTRAL BANK OF INDIA one-month prior written notice.

7.5 In the event of termination of this agreement for any reason whatsoever, the Service Provider shall continue to remain liable for any valuations performed by the Service Provider upto the date of termination of this agreement.

In the event of the Service Provider ceasing to be the Bank's jewel appraiser by termination of this agreement or otherwise, the Bank shall be entitled to get the jewels earlier appraised by the Jewel Appraiser Agency, reappraised by any other persons and in case of any discrepancy in the value the Service Provider shall pay to the Bank, the entire cost of such reappraisal. Further in case of any discrepancy in purity or genuineness of gold jewellery/ornaments pledged in favour of CENTRAL BANK OF INDIA which were appraised by the Service Provider before termination of this agreement, the Service Provider expressly agrees to indemnify CENTRAL BANK OF INDIA, its officers, employees and agents for any loss, damage or liability that may occur as a result of CENTRAL BANK OF INDIA relying upon any such valuations or purity or genuineness of gold jewellery/ornaments pledged.

NOTWITHSTANDING the termination of this Agreement, the liability of the Service Provider in respect of their acts, commission or omission during the period of agreement, shall not cease and the Service Provider shall be liable to the Bank for all losses, expenses and charges payable in respect thereof including Court costs, etc., if any.

8. INDEMNITY

8.1 The Service Provider hereby agrees to indemnify CENTRAL BANK OF INDIA and keep CENTRAL BANK OF INDIA indemnified and saved harmless at all times in respect of any loss, damage, claims, costs, charges and expenses which CENTRAL BANK OF INDIA 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 service in the manner provided for in this agreement, breach of terms and conditions of the Agreement ,including breach of representation & warranties of the Service Provider, because of which CENTRAL BANK OF INDIA may suffer or be put to or which may be occasioned to CENTRAL BANK OF INDIA in connection with this Agreement for the period during which the Agreement shall be in force subject to the following:

- In cases of Fraud on account of Spurious Gold appraised by _____., the company will be fully liable towards the losses to the Bank. However, to deal with such cases, company will be obtaining an insurance cover. Accordingly, in case of occurrence of fraud on account of spurious gold appraised by the company, staff accountability will be undertaken by the Bank to ascertain that there is no staff involvement. The claim will be lodged by the Bank certifying that staff accountability has been conducted and no staff involvement has been observed.

On receipt of the claim, the settlement by the company will be as under:

1. For Claims up to Rs. 20.00 lakh per branch per year:

Claim will be settled and entire amount claimed will be remitted to Bank within 30 days.

2. For claims above Rs. 20.00 lakh per branch per year:

Rs. 20.00 lakh will be remitted by the company within 30 days along with a copy of form for claim lodged with the insurance company. Remaining amount will be remitted to Bank on receipt of the settlement amount from the insurance company.

8.2 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.

In the event of any such loss arising or likely to arise, Bank shall quantify the loss and the quantum of loss determined by Bank shall be final and conclusive against the Jewel Appraiser Agency.

The Service Provider hereto agrees that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of Confidentiality clause of this agreement, subject to applicable law. Such remedies shall not be deemed to be the exclusive remedies for a breach of the provisions of this Confidentiality clause of this agreement but shall be in addition to all other remedies available at law or equity

9. CONFIDENTIALITY

9.1 The Parties agree that they shall hold in trust any confidential information received by either Party, under this Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information.

9.2 The Service Provider shall:

(a) Not disclose CENTRAL BANK OF INDIA's confidential information, without prior written approval of CENTRAL BANK OF INDIA and

(b) Use CENTRAL BANK OF INDIA's confidential information only for the purpose of this agreement.

9.3 The Service Provider shall take all reasonable steps to ensure that its officers, employees and agents do not make public or disclose CENTRAL BANK OF INDIA's confidential information

9.4 Notwithstanding any other provision of this clause, the Service Provider may disclose the terms of this agreement (other than confidential information of a technical nature) to its solicitor, accountant, insurer and auditor or as may be required by any statutory body or governmental authority having jurisdiction over the valuer.

9.5 For the purposes of this agreement only, "Confidential Information" shall mean any information disclosed by CENTRAL BANK OF INDIA to the Service Provider that;

(a) Is by its nature confidential or

(b) Is designated by CENTRAL BANK OF INDIA as confidential and includes

(c) confidential information relating to CENTRAL BANK OF INDIA or its customers/clients including but not limited to any valuations performed by the Service Provider and

(d) Information relating to the terms of this agreement

9.6 Confidential Information shall not be deemed to mean and include any information that (i) is or becomes generally available to the public other than as a result of a breach of this agreement (ii) was within the Service Provider's possession prior to its being furnished to the Service Provider by or on behalf of CENTRAL BANK OF INDIA pursuant hereto, (iii) becomes available to the Service Provider on a non – confidential basis from a source other than CENTRAL BANK OF INDIA or any of its representatives or (iv) except as may be required by law or legal process and then only with as much prior written notice to CENTRAL BANK OF INDIA as is practical under the circumstances and only to the extent required by law or legal process, and in the case of (ii) and (iii) the source of such information was not bound by a confidentiality agreement with or other contractual, legal or

fiduciary obligation of confidentiality to Central Bank of India or any other party with respect to such information.

9.7 The Service Provider hereto agrees that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of this Clause 7 of this agreement, subject to applicable law. Such remedies shall not be deemed to be the exclusive remedies for a breach of the provisions of this clause 7 of this agreement but shall be in addition to all other remedies available at law or equity.

9.8 The provisions of this clause 7 and the Service Provider's obligations hereunder shall survive the expiration or termination of this agreement for any reason whatsoever for a period of 6 months after the expiration or termination of this agreement.

9.9 Notwithstanding anything contained in this agreement, Service Provider's confidentiality obligations with respect to CENTRAL BANK OF INDIA's client's information or personal information including sensitive personal data or information as these terms have been defined under Information Technology Act, 2000 and any amendments thereof ("IT Act") (including all rules, regulations, circular, notification issued thereunder or any modification, amendments etc, made therein) , shall survive the termination or expiration of this agreement.

10. Digital Personal Data Protection Act, 2023 ("DPDP Act")

- iii. The Service Provider /Vendor shall, always, comply with the provisions of the Digital Personal Data Protection Act, 2023 ("DPDP Act") and the Digital Personal Data Protection Rules, 2025 / Notifications / Guidelines and further rules made thereunder.
- iv. The Service Provider /Vendor shall implement appropriate technical and organizational measures to ensure lawful processing, secure handling, confidentiality, integrity, availability, and protection of personal data obtained, accessed, shared, or processed in connection with this Agreement and the resultant contract.
- v. Further, the Service Provider /Vendor shall take due care while collecting and dealing with sensitive personal data or information of Bank and its customer. Any processing of Personal Data by the Service Providers in the performance of the Agreement under the Agreement shall follow the above Act/Rules. The Service Provider shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the

- above Act, to the extent applicable.
- vi. The Service Provider /Vendor shall act only on documented instructions of the Bank and shall not process personal data for any purpose other than the performance of the obligations under this Agreement.
 - vii. Any data breach, unauthorised access, misuse, loss, or disclosure of personal data must be reported to the Authority/Bank in writing within [24 hours] of occurrence, along with an incident report and remedial action plan.
 - viii. The Service Provider /Vendor shall indemnify and hold harmless the Bank against any loss, liability, penalty, claim, cost, or damages arising out of non-compliance with the DPDP Act and Rules.

10. NOTICE

10.1 Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if:

(a) To CENTRAL BANK OF INDIA:

ADDRESS:- Ground floor, Chander Mukhi, Central Bank of India, Central Office, Retail Assets Department, Nariman point, Mumbai-400021

Sent by registered letter, courier and/or hand delivery to the above mentioned address marked "For the attention of Regional Head /Zonal Head and/or faxed and/or sent by other means of recorded electronic communication, during normal business hours and subsequently confirmed by registered letter, courier and/or hand delivery as aforesaid to the address above of CENTRAL BANK OF INDIA marked "For the attention of Regional Head /Zonal Head"

(b) To the Service Provider:

Address:

Sent by registered letter, courier and/or hand delivery to the above mentioned address marked "For the attention of Mr. A, B and/or sent by other means of recorded electronic communication, during normal business hours and subsequently confirmed by registered letter, courier and/or hand delivery aforesaid to the address above of _____.

10.2 Any notice, demand or other communication so given or made shall be deemed to have been given or made and to have been received on:

(a) On the 3rd day after the date of dispatch recorded on the appropriate registered letter and/or courier receipt or similar document issued in this regard by the applicable postal authority and/or courier company thereof (excluding each day during which there exists any general interruption of the postal service's and/or courier service due to strike, lockout, labour disturbance or other cause), if mailed as aforesaid, and

(b) On the day of sending if sent by hand delivery, telefax or other means of recorded electronic communication.

10.3 Any party may from time to time change its address for notice or the person designated by such party for receipt of any notices sent under this agreement by giving notice to the other party in the manner aforesaid.

11. WAIVER

11.1 The failure by any party to enforce at any time or for any period of time any one or more of the terms and conditions of this agreement, shall not be construed as a waiver by such party of the respective performance by the other party of such terms and conditions or of such party's right thereafter to enforce each and every term and condition of this agreement.

11.2 No waiver, express or implied, by any party of any rights hereunder, or of any failure to perform shall be a continuing waiver or constitute or be deemed to constitute a waiver of any other right hereunder or of any claim or remedies available in law in respect of any other breach hereof by the other party whether of similar or dissimilar nature.

12. NON – EXCLUSIVITY

It is expressly agreed and understood between the parties that this agreement and the contractual relationship contained herein is on a non – exclusive basis and the Service Provider does not and shall not have an exclusive right to conduct valuations for and on behalf of CENTRAL BANK OF INDIA and CENTRAL BANK OF INDIA at all times has the right to engage/appoint as many companies/firms whether similar or otherwise to provide valuations and/or any other services to be provided by the Service Provider to Central Bank of India under this agreement and enter into such agreements for

this purpose with any other person, firm, company or organization as may be deemed fit by CENTRAL BANK OF INDIA at its sole discretion.

13. ENTIRE AGREEMENT

This agreement expresses the understanding between the parties and all prior understandings, representations, agreements, licenses or agreements, oral or written, are hereby cancelled. The terms or provisions of this agreement may be modified, amended, supplemented, waived or discharged only in writing signed by the parties hereto.

14. COUNTERPARTS

This agreement may be executed in any number of counterparts and by the different parties in separate counterparts, each of which when executed, shall be deemed to be an original, and such counter parts together shall constitute one and the same instrument.

15. SEVERABILITY

Should any clause, sentence, provision, paragraph, or part of this agreement, for any reason whatsoever, by adjudged by any court of competent jurisdiction, or by held by any other competent government authority having jurisdiction over the parties to be invalid, unenforceable or illegal, such judgement or holding shall not effect, impair or invalidate the remainder of this agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph or part of this agreement directly involved in the matter, controversy or proceeding in which such judgement or holding shall have been rendered, and the remainder of this agreement shall remain in full force and effect.

16. ARBITRATION

The Bank and the Competent Authority of selected Vendor shall make every effort to resolve amicably, by direct informal negotiation between Authorized Personnel from the Bank and Competent Authority of selected Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If Authorized Personnel from the Bank and Competent Authority of Selected Vendor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by selected Vendor and Bank, the Bank and Selected Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration. However, during the course of negotiations up to this stage, parties will continue to perform their respective duties.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties who shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai and Mumbai shall have exclusive Jurisdiction to entertain it.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the services and the Bank will continue to pay for all services that are accepted by it, provided that the services are serving satisfactorily, as per satisfaction of the Bank.

Each Party shall bear the cost of preparing and presenting its case. However, the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

17. INDEPENDENT RELATIONSHIP

This agreement is on a principal to principal basis and nothing contained herein shall be deemed to create any employer – employee relationship between CENTRAL BANK OF INDIA and the Service Provider. The Service Provider shall perform the of service as an independent service provider and nothing contained herein shall be deemed to create any association , partnership, joint venture or relationships or principal and agent or master and servant, or employer and employee between CENTRAL BANK OF INDIA and the Service Provider and/or any of the Service Provider's

employees/personnel assigned/provided/deployed by the Service Provider for rendering/ providing any of the services of the Service Provider detailed in the scope of service or provide the Service Provider with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of CENTRAL BANK OF INDIA. The Service Provider acknowledges that the rendering of the of service is solely within its control and subject to the terms and conditions agreed upon and contained herein and agrees not to hold itself out to be an employee of CENTRAL BANK OF INDIA or any subsidiary, affiliate or agent thereof.

18. REGULATORY GUIDELINES

Pursuant to the RBI guidelines on the outsourcing by Banks the following additional rules shall apply-

- (a) CENTRAL BANK OF INDIA shall have the right of continuous monitoring and assessment of the Service Provider so that any corrective measure can be taken immediately.
- (b) The Service Provider shall preserve all such documents and data that has come to its possession or may come to its possession during the course of the services to be provided to CENTRAL BANK OF INDIA, in accordance with the legal/regulatory obligations of CENTRAL BANK OF INDIA/RBI.

19. BUSINESS CONTINUITY AND PRESERVATION OF DOCUMENTS

19.1 The Service Provider shall develop, establish and have in place a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider shall periodically test its business continuity plan and recovery plan and CENTRAL BANK OF INDIA shall have the right to conduct joint testing and recovery exercises with the Service Provider.

19.2 The Service Provider shall have in place and allow CENTRAL BANK OF INDIA to inspect and be satisfied with the Service Provider's Business Continuity and Business Recovery plans. The Service Provider agrees to test its Business Continuity and Business Recovery plans periodically, not more than six [6] months lapsing between successive tests of each plan.

19.3. In the event of CENTRAL BANK OF INDIA deciding not to avail of any one or more of the Service from the Service Provider and availing the same from any party other than the Service

Provider (or undertaking it by itself), further to the expiry or termination of this Agreement or otherwise, the Service Provider shall cooperate with CENTRAL BANK OF INDIA and such other party to facilitate and ensure smooth transfer of the Service or its part to be undertaken by such other party (or CENTRAL BANK OF INDIA itself) without any break in the continuity or performance of the Service.

20. The Service Provider shall preserve all the documents in connection with this arrangement for the periods as prescribed by CENTRAL BANK OF INDIA from time to time.

21. ASSIGNMENT

The Service Provider shall not assign this agreement and/or any of its benefits, rights, duties and obligations thereof to any third party whosoever.

22. INSPECTION AND RIGHT TO AUDIT

22 .1The Service Provider shall keep complete and accurate books, records and information of all the operations and expenses in connection with the Services provided to CENTRAL BANK OF INDIA in a manner satisfactory to CENTRAL BANK OF INDIA. The Service Provider agrees to keep all such records for which instructions have been issued for a minimum period of 10 years or such longer period as may be notified to it from time to time.

22 .2 The Service Provider shall, upon reasonable notice allow CENTRAL BANK OF INDIA, its management, its auditors (both internal auditors and external auditors), RBI and/or any other nominee of the Bank, the opportunity of inspecting, examining and auditing the records. The Service Provider also agrees to provide unrestricted access to the premises and its employees and any other assistance as may be required in relation to the inspection and audit as specified herein.

22 .3 The Service Provider shall co-operate with CENTRAL BANK OF INDIA internal or external auditor, RBI to assure a prompt and accurate audit. The Service Provider shall also co-operate in good faith with CENTRAL BANK OF INDIA and /or its nominee to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of CENTRAL BANK OF INDIA audit report.

23. PUBLICITY

The Service Provider shall not use the name and/or trademark/logo of the Bank, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank

24. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank. Bank may assign any of its rights and obligations hereunder to any of its Affiliates without the prior consent of the Jewel Appraiser Agency.

26. LABOUR LAW ADHERENCE AND COMPLIANCE WITH COURT DIRECTIONS

- i. The Bidder/Vendor shall ensure full compliance with all applicable labour laws, employment laws, industrial relations regulations, social security legislation, and any orders/directions issued by competent Labour Courts/Industrial Tribunals/Authorities / RBI and any other Regulatory/ Statutory body in India.
- ii. The Bidder/Vendor shall be solely responsible for payment of salaries, wages, statutory contributions, benefits, and all dues to its employees, subcontractors, labour, and statutory personnel deployed for execution of work under this Agreement /RFP.
- iii. No employer-employee relationship shall be deemed to exist between the Bank and the personnel engaged by the Bidder/Vendor.
- iv. In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Bidder/Vendor, the same shall be solely borne and resolved by the Bidder/Vendor without any liability upon the Bank.
- v. The Bidder/Vendor shall indemnify the Bank against any losses, costs, or legal liabilities on account of any violation or non-compliance of applicable laws including any liabilities, costs or expenses arising in connection with any proceedings in respect thereof.

25. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of Service Provider shall be paid by Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Jewel Appraiser Agency's employees, agents, contractors, subcontractors etc. Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Jewel Appraiser Agency's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

27. Standards

The Service Provider shall follow all the standards which will adhere to Bureau of Indian Standards (BIS) specifications or any other applicable standards as to Central Bank of India

28 MISCELLANEOUS

- a. The Service Provider and its official, employee of the Agency shall not be deemed to be an employee of the Bank but is executing this agreement as a Special Contract and neither the provisions of the Central Bank of India Staff Rules/Officers' Service Rules will apply to Agency nor any other rules/regulations governing the employees of the Bank from time to time and it is in no way required to subject itself to the general discipline of the Bank as is applicable to an employee of the Bank. The Agency will be governed solely by the terms and conditions of this agreement and of such other contracts or agreements as may be executed between the Agency and the Bank.
- b. The Service Provider shall not have any right to retain or make any claim on the articles that may be entrusted to the Agency for its appraisal.
- c. The Service Provider shall be responsible for the due safety (both within and outside the Bank premises) of and be held accountable for and shall on demand forthwith deliver or make satisfaction to the Bank of all ornaments, documents, letters, files, stationery and any things and articles of any description whatever received by the Service Provider (or by any person or persons with its consent expressed or implied or at its connivance) from the Bank or on behalf of the Bank from any customer or other persons having business or dealings with the bank.
- d. In relation to Agency's work as Appraiser / Valuer, the Service Provider may be required and shall be bound to follow such procedure and to complete or fill such forms or declarations as may be prescribed by the Bank from time to time
- e. Any provision of this Agreement may be amended or waived, if , and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

IN WITNESS WHEREOF the parties hereto have hereunto set their day and the date first written above

Signed and delivered by the within named

The CENTRAL BANK OF INDIA

By the hand of its Authorized Signatory /Constituted Attorney

Signed and delivered by
being Authorized Signatory

In the presence of

1. -----

2. -----

Annexure-XI

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

In consideration of CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head office at Chander Mukhi Building, Nariman Point, Mumbai-400021 (hereinafter called "CENTRAL BANK OF INDIA") 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 CENTRAL BANK OF INDIA's purchase order/ Letter of Intent bearing no. ...dated..... issued to the Selected bidder and an Agreement to be made between Central Bank of India 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 fulfilment 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 CENTRAL BANK OF INDIA an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by CENTRAL BANK OF INDIA by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.

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 CENTRAL BANK OF INDIA 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.....

We undertake to pay to CENTRAL BANK OF INDIA 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.

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 CENTRAL BANK OF INDIA 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.

We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with CENTRAL BANK OF INDIA that CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA of any indulgence by CENTRAL BANK OF INDIA 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.

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 CENTRAL BANK OF INDIA in writing.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs_____ (Rupees.....) Only.
2. This Bank Guarantee shall be valid up to (expiry period/validity of the Bank Guarantee) and
3. 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 _____ (last date of Bank Guarantee period).

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

Yours" faithfully,

For and on behalf of Bank Authorized Official

NOTE:

Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee (Price Bid for Appraiser Service)

(Price Bid for Appraisal Service)

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

FOR APPRAISAL SERVICE ON-CALL BASIS FOR FRESH/RENEWAL CASES				
Loan Sanction Amount	Fee payable to Appraiser (GST-Registered) in case of fresh gold loans (0.20% of loan amount)	Your Offer	Fee payable to Appraiser(GST-Registered) in case of renewal of gold loans (0.10% of loan amount)	Your Offer
Up to Rs.3.00 lakh	Min.Rs. 100/- Max. Rs. 500/-		Min Rs.50/- Max. Rs. 250/-	
>3 Lakh to Rs.5 lakh	Min Rs 500/- Max. Rs.1000/-		Min Rs.250/- Max. Rs.500/-	
>5 lakh to Rs.10 Lakh	Min. Rs.1000/- Max.Rs.1500/-		Min Rs.500/- Max.Rs.750/-	
>10 Lakh to Rs.15 Lakh	Min Rs.1500/- Max.Rs.2000/-		Min. Rs. 750/- Max.Rs.1000/-	
>15 Lakh to Rs.60 Lakh	Min Rs.2000/- Max.Rs.3000/-		Min Rs.1000/- Max.Rs.1500/-	
TOTAL	XXXX		XXXX	

*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 and Full Time Basis Appraiser; however, selection of bidder will be done as per lowest bid and or as per procurement policy of the bank.
2. For Appraiser services minimum fee is stipulated here above in table & will be decided based on the Total Weighted Maximum ceiling irrespective of loan amount.

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

	Area*	Charges per packet	Your Offer Amt.in Rs.
For Quarterly Reappraisal Gold Loans	Southern Zone	Max. Rs.50/-	
	Other than Southern Zone	Max. Rs.150/-	
TOTAL		XXXXXX	

*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 as per lowest bid and or as per procurement policy of the bank.
2. For Appraiser services minimum fee is stipulated here above in table will be decided on the basis of the Total Weighted Maximum ceiling irrespective of loan amount.

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

For Appraisal Services on Full Time basis	Category of Branch	Full time appraisal Charges	Your Offer Amt.in Rs.
	Metro	Max. Rs. 35000/-	
	Urban	Max. Rs. 32500/-	
	Rural/Semi Urban	Max. Rs. 30000/-	

*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 as per lowest bid and or as per procurement policy of the bank.
2. For Appraiser services minimum fee is stipulated here above in table & will be decided on the basis of the Total Weighted Maximum ceiling irrespective of loan amount.
3. Yearly 5% increase in Full time appraisal Charges will be applicable

SUMMARY OF PART I, II & III

Srno	Item Description	TOTAL Amount in Rs.
1A.	Fee payable to Appraiser (GST-Registered) in case of fresh gold loans	
1B.	Fee payable to Appraiser(GST-Registered) in case of renewal of gold loans	
2.	Part II Total	
3.	Part III Total	
	GRAND TOTAL	

*GST will be paid extra at applicable rate

1. The charges quoted should be **inclusive of all expenses** except applicable taxes.
2. **GST or other applicable taxes** shall be paid as per prevailing government rules.
3. The quoted price shall remain **valid for the entire contract period**.
4. The Bank reserves the right to **negotiate the price with the lowest bidder (L1)** or as per Bank's procurement policy. For empanelment of more than one vendor, Bank will ask L2,L3... vendors to match their charges with L1.

AREA: SOUTHERN AND OTHERN THAN SOUTHERN ZONE WITH STATE/UT

SOUTHERN ZONE	STATE/UT
Chennai	KERALA
	PONDICHERRY
	TAMILNADU
Hyderabad	ANDHRA PRADESH
	KARNATAKA
	TELANGANA
OTHER THAN SOUTHERN ZONE	STATE/UT
Ahmedabad	DADRA AND NAGAR HAVELI
	GUJRAT
Bhopal	MADHYA PRADESH
Chandigarh	CHANDIGARH
	HARYANA
	HIMACHAL PRADESH
	JAMMU AND KASHMIR
	LADAKH UNION TERRITORY
	PUNJAB
Delhi/Jaipur	DELHI
	HARYANA
	RAJASTHAN
	UTTAR PRADESH
	UTTARANCHAL
Guwahati	ARUNACHAL PRADESH
	ASSAM
	MANIPUR
	MEGHALAYA
	MIZORAM
	NAGALAND
	TRIPURA
Kolkata	ANDAMAN AND NICOBAR
	SIKKIM
	WEST BANGAL
Lucknow	UTTAR PRADESH
MMZO	GOA
	MAHARASTRA
Patna	BIHAR
	JHARKHAND
Pune	MAHARASTRA
Raipur	CHATTISGARH
