



UTTAR BIHAR GRAMIN BANK

HEAD OFFICE, KALAMBAGH CHOWK
MUZAFFARPUR, BIHAR, 842 001

(Sponsored By: Central Bank of India)

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Letter No. HO/GM/CR/14/2021-22/151

Date: 27-08-2021

Application for Empanelment of Enforcement Agency

Start Date of Application	28/08/2021
Last Date of Application	05/09/2021
Address For Communication	General Manager, Uttar Bihar Gramin Bank, Head Office, Kalambagh Chowk, Muzaffarpur, Bihar-842001

Uttar Bihar Gramin Bank, a Regional Rural Bank (hereinafter referred to as Bank) having its head office at Kalambagh Chowk, Muzaffarpur, Bihar 842001 invites proposal for empanelment of Enforcement Agency for recovery in loans sanctioned under Vehicle Loan Scheme of our bank as below.

ELIGIBILITY CRITERIA

01	Persons/ Bodies who can be appointed as Recovery Agents:- i. Individual ii. Registered Partnership Firm. iii. Body Corporate iv. Government/Quasi Government Bodies. v. Self Help Groups and NGOs. vi. All Retired Employees of the Bank who have completed one year from the date of Retirement. vii. Asset Reconstruction Company.
02	The Management of Enforcement Agencies/Recovery agent should have qualified professional such as Chartered Accountant, MBA, Chartered Engineers, Legal Professionals etc.
03	Agency should be empanelled either as a Recovery Agent or Enforcement Agent for a period of not less than one year in two PSBs (Public Sector Banks).
04	Promoters/Employees must have completed 100 hours mandatory training meant for Debt Recovery Agents (DRA). If not, than they have to undergo above training and obtain Certificate from IIBF within a period of one year failing which their services as Recovery Agent will be terminated.

Compliance to Statutory/regulatory guidelines

01	Enforcement Agents shall confirm that it has complied with all the statutory requirements under the Central and local laws in all the matters relating to the establishment and security of its employees.
02	Enforcement Agencies should follow Fair Practice Code, given in RBI Circular No.DBOD. Leg. No. BC. 104/09.07.007 dated 5 th May 2003 and Circular No. DBD No. 40/21.04158/2006-07 dated 3 rd November 2006 regarding outsourcing of financial services & Code of Bank's commitment to Customers (BCSBI Code) pertaining to collection of Bank's dues.
03	Enforcement Agencies shall follow SARFAESI Act, 2002 and the Security Interest Rules, 2002 framed there under.

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OTHER TERMS AND CONDITIONS

01	Commission / Fees, out of Pocket expenses etc. would be within rates as mentioned in recovery policy approved by the Bank's Board.
02	Approved Enforcement Agents will have to execute Agreement with the Bank as per draft of Bank.
03	The Empanelment of Enforcement Agency will be usually for a period of one year at a time and to be renewed thereafter based on past performance in recovery.

1. Scope of Empanelment-

- 1.1 For Empanelment of Enforcement Agency for recovery of Loans financed for vehicles by the Bank.
- 1.2 The Empanelment of Enforcement Agency will be initially for 01 year. The Bank, reserves the right to reduce and/or increase the validity of period of empanelment.

2. Empanelment Procedure-

- 2.1 The Empanelment will be done based on fulfilling all the criteria mentioned in terms & conditions above.
- 2.2 Bank Reserves its right for finalization of the Enforcement Agency without any intimation & to reject all and /or any application without assigning any reason whatsoever at any point of time.

3. Documents Required-

The Applicant is expected to examine all instructions, forms, terms and conditions in the application. Failure to furnish all the required information may result in rejection of its application.

4. Amendment of Application-

At any time prior to the deadline for submission of application, the Bank may, for any reason, modify the application through amendments at the sole discretion of the Bank. Amendment will be conveyed through website of the Bank. In order to provide Prospective Applicants a reasonable time to take the amendments into account, the Bank may at its discretion, extend the deadline for submission of Application.

5. Deadline for Submission of Application-

Recovery Agent must apply not later than the specified date and time mentioned in the application. The Bank may, at its discretion, extend this deadline for submission of application. All the correspondence should be addressed to Bank at the following address:-

**The General Manager
Uttar Bihar Gramin Bank
Head Office, Sharma Complex,
Kalambagh Chowk, Muzaffarpur,
Bihar-842001**

6. Contacting the Bank-

Any effort by an applicant to influence the Bank in evaluation of the Application, comparison, or contract award decision may result in rejection of application. Bank's decision will be final and without prejudice and will be binding on all parties.

7. Banks Right to Accept or Reject any application-

The Bank Reserves the Right to accept or reject any application and annul the empanelment process or even reject all the applications at anytime prior to award contract, without thereby incurring any liability to the affected applicant or without any obligation to inform the affected applicant about the ground of Bank's action. The Bank reserves the right to select more than one Enforcement Agent keeping in view its large requirement.

8. Clarification of Applications-

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To assist in the examination, evaluation and comparison of the application, the Bank may at its discretion ask the applicant for clarification. The response should be in writing and no change in the basic document will be permitted.

9. Preliminary Examination-

The Bank will examine the application and documents submitted to determine whether they are complete; whether any computational error have been made, whether required information have been provided, whether the documents are properly signed etc. Applications from agents without proper authorization from the competent authority shall be treated as non-responsive and will be out rightly rejected. The applications as not substantially responsive will be rejected by bank.

10. Authority to entrust Cases to Recovery Agents-

Regional Manager will be entitled to entrust the cases to Recovery Agent.

11. Payment Terms-

After the work is done, it will be duly verified by Branch Manager/ Regional Manager. Remuneration/Commission will be paid accordingly.

10.1. Conditions for remuneration/commission as follows:-

10.1.1 In case where compromise is not involved.

- i) Remuneration/commission will be payable at the flat rate @2% of amount recovered out of amount due irrespective of age of NPA.
- ii) The "amount due" to be recovered by the Recovery Agent will be:
 - In case of non-suit filed accounts, the balance outstanding with contractual rate of interest from date of NPA.
 - In case of suit filed accounts, the suit amount with interest as claimed in the suit.
 - In case of decreed accounts, amount decreed with interest as per the decree.
- iii) An incentive of 1% will be paid if the entire due amount is recovered within 3 months.
- iv) Recovery Agents are supposed to recover the entire amount due and the commission shall be payable only when the amount recovered is not less than 50% of the amount due.

The above guidelines will be applicable to all NPA accounts including Written off accounts.

10.1.2 In case where compromise is involved.

- i) Commission will be payable to recovery agents in the compromised accounts only if the following conditions are complied with-
 - a. Where the account has been classified as Loss Asset or it is Written off asset OR
 - b. Where the age of NPA is 3 years and above
 - ii) The other terms will be as under:
 - a. Amount due will be compromise amount with interest as per terms of compromise.
 - b. Commission payable will be as under.
- In case of Loss or Written off Assets, maximum commission @ 3% of amount recovered out of amount due.
 - No Incentive is payable in case of other Compromise Accounts.

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The amount payable under the compromise proposal should be atleast the balance outstanding plus amounts written off, if any. In case of written off accounts, balance outstanding to be arrived at taking into consideration the amount written off.

10.1.3 Other Charges.

Other than commissions mentioned above following charges will be paid wherever applicable.

Amount in Rs.							
Commercials	2W	3W	SCV	LCV	Cars	M&HCV	Tractor
Inspections	350.00	500.00	600.00	600.00	600.00	600.00	600.00
Yard Services (Per Day)	40.00	60.00	85.00	85.00	85.00	110.00	120.00
Repo Services	3,000.0	4,000.0	8,000.0	8,000.0	8,000.0	10,000.0	10,000.0
GST will be additional							
Towing Charges will be extra							

12. Mandate:-

There should not be more than one recovery agent for one account and maximum period to be allowed for recovery of amount due, not to exceed 12 months.

13. Termination Clause:-

The bank shall have the right to terminate the agreement by issuing a notice without assigning reason thereof and also in the case of breach of contractual obligation by the selected Enforcement Agencies/Recovery agent. The selected Recovery Agent shall not terminate the agreement for its convenience and without giving a 60 days prior written notice to the bank.

14. Governing Laws, Resolution and Disputes:-

14.1 All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Sole Arbitrator to be appointed by Uttar Bihar Gramin Bank, upon after issuance of 15 (fifteen) days notice in writing to the other party clearly stated therein the specific dispute/s. The Arbitration proceedings conducted in accordance with provisions of The Arbitration & Conciliation Act, 1996, as amended up to date or any other legislation for the time being in force. The place and seat of arbitration shall be in Muzaffarpur and shall be conducted in English Language. Further, parties shall equally bear the costs, fee, etc of Sole Arbitrator.

14.2 This Agreement shall be governed and interpreted by, and constructed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Muzaffarpur.

15. Signing of Contract-

The selected Recovery Agent shall be required to enter into an empanelment contract with UBGB, within 07 days of the notification of empanelment or within such extended period as may be specified by Uttar Bihar Gramin Bank, Head office, Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar 842001. On the basis of Application, Letter of acceptance and such other Terms & Conditions as may be determined by the Bank to be necessary for the due performance of the work, shall be contained in a Memorandum of Understanding to be signed at the time of execution of the form of contract.

16. Use of Contract Documents and Information-




The Enforcement Agency shall not, without the Bank's prior written consent , make use of any documents or information provided by Bank otherwise for purposes of performing contract.

17. Assignment-

The Recovery Agent shall not assign, in whole or in part, its obligations to perform under the contract, except with Bank's prior written consent.

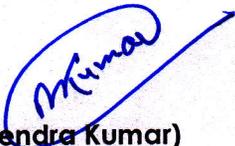
18. Indemnity-

Recovery Agent to indemnify and hereby keep the Bank indemnified against all claims, losses, damages, cost expenses which Bank may suffer or incur on account of any acts of omission or commission, negligence, fraud, default or misconduct, breach of duties and obligations, breach of covenants, breach of representations and warranties, confidentiality on the part of Recovery Agent or on the part of its employees, agents, constituents for their respective duties or obligations in terms of this Arrangement.

19. Confidentiality-

The Recovery Agent has to agree to maintain confidentiality and secrecy of all information received by them and/or their personnel, employees, staff, agents, representatives, tangible or intangible, either directly or in the course of dealing with each other and or its employees and/ or its clients. The Recovery Agent further undertake to utilize such information only for normal course of business purposes of this Agreement / Application and not for any other purposes, or which may prove detrimental to the interest of the parties and /or its employees and/or its clients.

The application and other format may be downloaded from Bank's website (www.ubgb.in).


(Mahendra Kumar)
General Manager

