

EMPANELMENT OF RETIRED OFFICERS OF THE BANK AS INVESTIGATING OFFICER ON CONTRACT BASIS

1. Name of Position: Investigating Officer (IO)

2. Brief Role of the Job:

- a) To conduct Staff Accountability Examination (SAE) in high value NPA accounts with outstanding above Rs.50 Crores.
- b) The role of empaneled IO shall be restricted up to the stage of submission of SAE / investigation report to the Authority ordering SAE / investigation.
- c) The SAE / investigation report should be a statement of facts and should not contain any recommendation.
- d) The standard format developed by BCDM Department will be utilized for submitting SAE / Investigation Report.
- e) The IO shall ensure that all documents and registers containing the evidences are retained in personal custody of Branch / Unit Head having been entered in the Branch Document Register.
- f) The authority who is ordering investigation may assign other related roles as per requirement of a particular case.

3. Eligibility Criteria:

- a) The retired officer should have retired from the Bank's service on attaining superannuation on or after 31.03.2019 as officer in the grades TEGS-VI to TEGS-VII.
- b) The empanelment of an official will be terminated when he will attain 65 years of age.
- c) The integrity of the official should not have been doubtful during his service in the Bank.
- d) No punishment / penalty should have been inflicted on the official during five years of his service in the Bank preceding his retirement.
- e) No cases of CBI or other law enforcement agencies should be pending against the official.
- f) The officer should have retired from the Bank's service only on attaining superannuation at the age of 60 years. The officers voluntarily retired / resigned / suspended or left the Bank otherwise before superannuation are not eligible for consideration for engagement. However, any officer, who has completed 58 years of age and 30 years of service / pensionable service (both the conditions need to be satisfied) as on the date of applying for voluntary retirement as per e-Circular Nos. CDO/P&HRD-PM/58/2015-16 dated 07.10.2015 & CDO/P&HRD-PM/12/2017-18

dated 05.05.2017, will be eligible for engagement / empanelment in the Bank on attaining the age of 60 years.

- g) The official should have at least five years' work experience in High value Credit.
- h) Ex-officers who are engaged in other Organizations are not eligible for empanelment.
- i) The applicant should be maintaining good health and willing to travel to all places in the country.
- j) Pensioners presently drawing their pension from one circle but residing permanently / temporarily in the geographical area of another Circle may apply to the Circle presently they are residing in. The pensioners shall not be eligible for empanelment in a Circle if they are presently neither residing nor drawing their pension from that Circle.

4. Terms and Conditions of Empanelment:

- a) The ex-officers will be empaneled initially for a period of 2 years. If their performance is satisfactory and depending on their suitability and requirement of the Bank, the period of empanelment will be extended / renewed for a further period of 12 months in each instance till they attain the age of 65 years keeping in view his / her good health appropriate for the work and level of expertise.
- b) The Bank may cancel/terminate the contract of the empanelment at any time without assigning any reason whatsoever. However, following indicative performance parameters may be used for termination of empanelment:
 - i) The ex-officer is unable to address the assigned works as expected by the Bank.
 - ii) Quality of the assigned work is not up to the satisfaction of the Bank.
 - iii) The Investigating Officer fails in timely completion of Investigation as finally decided by the Bank.
 - iv) The Investigating Officer is found lacking in honesty and integrity.
- c) Service Level Agreement (SLA), duly stamped, will be taken from the officials selected for empanelment, as give in **Annexure-IA**.
- d) Maximum number of days allotted for Investigation and submission of report and remuneration to be paid per investigation are as detailed below:

Scale / Grade at the time of retirement	Quantum of Loan & Advance Case	Max. no of working days	Lump-sum amount per day without prejudice to pension #
For cases related to Advances			
TEGS-VI	Above Rs.50.00 Crores	As decided by the SAE Ordering Authority	5500
TEGS-VII			6000

Amount is inclusive of local conveyance.

- e) Conveyance & transportation are payable for outstation investigation work, at the rate as applicable to the grade of the IO at the time of retirement from the Bank's service.
- f) Lodging/Halting Allowances: The Bank will arrange to provide accommodation in Bank's Guest house / Transit house for outstation Investigation work. However, if the same is not available, expenses for accommodation may be reimbursed as per their eligibility in the grade at the time of retirement. Halting/Travelling Allowance will be paid as per their grade at the time of retirement.
- g) Monitoring of Performance: If an IO repeatedly fails to submit the report in time or if the quality of report is found to be below the expected level, Circle / Vertical will not allot cases to him and seek approval from Corporate Centre for de-listing him.
- h) Training: Suitable training programme is to be organized by STU Department of the circle for retirees to equip them with the latest changing banking scenario, business process and knowledge of the Bank's new business models etc. STU will design a One-Day Workshop Programme, in consultation with the Ethics & Business Conduct Department, for this purpose.
- i) The IO shall disclose during course of investigation process the information relating to any close relatives as defined by the Bank, if found among the accused / persons suspected to be involved.
- j) The IO shall submit the bill for claiming the fee for Investigation, to the SAE ordering authority.
- k) The bill will be credited to the account of ex-officer after deducting the income tax at source as per the rates mentioned in the Income Tax Rules, as applicable to Advisor / Consultant / Facilitator. No advance will be sanctioned against such bill.
- l) No other payment will be made to them in the form of salary / allowance / out-of-pocket expenses / conveyance etc.
- m) The Investigating Officers should not use the Bank's name or logo on their signboards, nameplates, visiting cards, stationery etc.
- n) They shall not have any financial / administrative powers.
- o) They shall not be given access to Core Banking platform / intranet etc. However, they can verify the relevant details pertaining to their investigation with the help of the Branch / Business Outfit head or any other authorized officers by the Branch / Business Head.

**AGREEMENT FOR EMPANELMENT OF RETIRED PERSONNEL OF THE BANK
AS INVESTIGATING OFFICER**

This agreement for **Empanelment as Investigating Officer** is made and executed at _____ on this day of _____ by and between State Bank of India, incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Mumbai, herein after referred to as the “Bank” (which expression shall be deemed to mean and include unless repugnant to the context or meaning thereof, its successors and assigns).

AND

Shri / Smt / Ms _____ S/o / W/o / D/o _____
(retired official of SBI) aged around _____ years, residing at _____
_____ and presently drawing pension from _____
(**Branch Code** _____) branch of SBI, herein after referred to as “Second Party” (which expression shall unless repugnant to or inconsistent with the context, mean and include their successors, heirs and permitted assignees).

WHEREAS

State Bank of India expressed its desire to empanel retired officers of State Bank of India as **Investigating Officers** on contract basis for periods as may be decided by the Bank, renewable from time to time, subject to fulfillment of eligibility criteria laid down by the Bank in this regard at its sole discretion.

AND

Whereas the “**Second Party**” a retired official evinced interest in offering his / her services on contract basis and submitted application for empanelment as per the eligibility criteria.

Whereas the **Bank** after considering his application has selected the “**Second Party**” for empanelment as **Investigating Officer** on Contract Basis, for _____, in accordance with the terms and conditions of this agreement.

In the above premise, it is agreed between the parties as under:

1. The **Bank** hereby agrees to empanel the **second party**, the retired official on the panel of **Investigating officer** on contract basis for _____.
2. The “**Second Party**” will be empanelled initially for a period of **2(Two)** years. If performance of “**Second Party**” is satisfactory and depending on suitability and requirement of the **Bank**,

the period of empanelment can be extended / renewed for a further period of **12** months. Such renewal can be done by the Bank in its sole discretion till the “**Second Party**” attains the age of 65 years keeping in view **Second Party’s** good health appropriate for the work and level of expertise.

3. The empanelment as **Investigating Officer** shall not be considered as a case of re-employment in the Bank. The Bank may cancel / terminate the contract of the empanelment at any time / stage without assigning any reason whatsoever.

4. **Brief Role of the Job:** The brief role of the job required to be performed by the **Second Party** is given below, which is illustrative but not exhaustive.

- a) To conduct Staff Accountability Examination (SAE) in high value NPA accounts with outstanding above Rs.50 Crores.
- b) The role of empaneled IO shall be restricted up to the stage of submission of SAE / investigation report to the Authority ordering SAE / investigation.
- c) The SAE / investigation report should be a statement of facts and should not contain any recommendation.
- d) The standard format developed by BCDM Department will be utilized for submitting SAE / Investigation Report.
- e) The IO shall ensure that all documents and registers containing the evidences are retained in personal custody of Branch / Unit Head having been entered in the Branch Document Register.
- f) The authority who is ordering investigation may assign other related roles as per requirement of a particular case.

5. **Monthly remuneration for the empanelment:** The **Second Party** shall receive the remuneration as mentioned below during the continuance of this agreement.

Scale / Grade at the time of retirement	Quantum of Loan & Advance Case	Max. no of working days	Lump-sum amount per day without prejudice to pension #
For cases related to Advances			
TEGS-VI	Above Rs.50.00 Crores	As decided by the SAE Ordering Authority	5500
TEGS-VII			6000

Amount is inclusive of local conveyance.

(No other payment will be made to the “**Second Party**” in the form of salary / allowance / Out-of-pocket expenses / conveyance etc.)

6. The monthly remuneration amount will be credited to the account of “**Second Party**” after deducting the income tax at source as per the rates mentioned in the Income Tax Rules, as applicable to Advisor / Consultant / Facilitator.

7. **Conveyance & Transportation:** The “**Second Party**” will be entitled for conveyance & Transportation charges for official travel for out of station visit as applicable to the grade at the time of his / her retirement from the Banks service.

8. The “**Second Party**” is not entitled for any medical facilities under the contract and during the continuance of this agreement.

9. The “**Second Party**” shall not use Bank’s name or logo on their sign boards, nameplates, visiting cards, stationery, etc.

10. The “**Second Party**” is not entitled to claim reimbursement of cost incurred towards phone, furniture, computer, space, stationery etc. The “**Second Party**” would have to make his own arrangement for getting the work done and submitted to the Bank as per the terms of empanelment. The “**Second Party**” shall not request for assistance / clerical work to be done from the Bank.

11. **PF/Bonus/Pension/Arrears:** That the contractual period will not be reckoned as service for the purpose of superannuation benefits/PF/Bonus etc. It is agreed by the **Second Party** that the empanelment of “**Second Party**” will not be deemed to be re-employment in the Bank and hence the **Second Party** will not be entitled for any terminal benefits payable to the regular employee. That the **Second Party** shall not claim PF/Bonus/Pension/arrears etc. for the period of contractual empanelment.

12. **Statutory Dues:** Income Tax or any other tax liabilities on compensation will be deducted, as per prevailing rate(s) at the time of payment.

13. **Working Hours:** The **Second Party** will follow normal working hours as applicable to the serving officials where required. However, the “**Second Party**” would not be paid any extra remuneration other than what is mentioned under clause 5 above.

14. The “**Second Party**” shall ensure fidelity and secrecy of all the information which come to his / her knowledge while performing his / her job/role under this empanelment. The **Second Party** shall not share any information with any other organization or any officials or employees or third party connected directly or indirectly with the work done by the “**Second Party**” regarding the contents of the process, circulars of the Bank and the procedures adopted by the Bank as also any other information which comes to the **Second Party** knowledge while discharging his duties as **Investigating Officer.**

15. The “**Second Party**” shall not have any financial / administrative powers.

16. The “**Second Party**” shall not be given access to Core Banking platform / Intranet etc. However, the **Second Party** can verify the relevant details pertaining to their work with the help of the Branch / Business outfit head or any other authorized officers of the Branch / Business head.

17. The Bank shall have right to retain / appropriate the unpaid compensation towards the loss, damage etc. sustained by the Bank due to violation of any of the terms and conditions of this contract or dereliction of duties assigned to the “**Second Party**”.

18. The Bank reserves its right to terminate the agreement without giving any reason whatsoever. The decision of the Bank would be final.

19. The continuous engagement of the “**Second Party**” will be subject to performance in the area of operation entrusted with. The performance of “**Second Party**” will be judged by the user department on the rating ranging from excellent to below average (excellent/good/above average/below average). The services of “**Second Party**” will be terminated if he/she is rated as above average / below average consecutively for _____.

20. **Jurisdiction:** Any legal proceedings in respect of any matter of claim or dispute arising out of the agreement can be instituted only in _____ and courts/tribunals / forums at _____ only shall have sole and exclusive jurisdiction to try any cause/dispute.

21. **Bank’s Decision:** Decisions of the **Bank** in all matters would be final and binding on the “**Second Party**”.

Both parties to this Agreement hereby convey their consent to abide by the terms and conditions of the Agreement and as a token of their free consent set their hand below on _____ (date) at _____.

State Bank of India,

(represented by Shri _____)

(Signature)

(Signature of ex-officer)