

**REQUEST FOR PROPOSAL (RFP)**  
**FOR ENGAGEMENT OF AGRITECH BUSINESS CORRESPONDENTS (AT-BC)**  
**FOR SOURCING, SERVICING AND COLLECTION OF AGRI & MICRO LOANS**

Application Number: ABU&GSS/OPS/FIMM/2020-21/2 Dated 04.09.2021  
 Last date for Submission of RFP: 01.10.2021 before 03.00 PM

**SCHEDULE OF EVENTS**

S. No.	Particulars	Remarks
1	Key Information and Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	<b>Shri Raman Kumar Jha</b> Deputy General Manager (OPS - ABU & GSS) ABU & GSS Department, FI & MM State Bank of India Corporate Centre, Ground Floor, Raheja Chambers Free Press Journal Marg, Nariman Point, Mumbai: 400021 Contact Number :089692 40940 Email: <a href="mailto:dgmabu.ops@sbi.co.in">dgmabu.ops@sbi.co.in</a>
	Application Form including changes / amendments, if any to be issued.	RFP may be downloaded from Bank's website <a href="https://bank.sbi">https://bank.sbi</a> from procurement news under the link <b>Procurement &amp; Others</b> from 04.09.2021 to 01.10.2021
3	Last date for requesting clarification.	Up to 03:00 pm on <b>17.09.2021</b> .  All communications regarding points/queries requiring clarifications shall be given in writing or by e-mail at <a href="mailto:dgmabu.ops@sbi.co.in">dgmabu.ops@sbi.co.in</a> strictly in the format enclosed as <b>Annexure "13"</b> .
	Pre-bid Meeting	From 4.00 PM to 6,00 PM on <b>24.09.2021</b> in the Conference Hall, State Bank of India, Corporate Centre, Agri Business Unit, Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021.
	Clarifications to queries raised at pre-bid meeting will be provided by the Bank	On <b>24.09.2021</b> during the course of pre-bid meeting or individually by mail.
4	Last date and time for Application submission.	Up to 3:00 pm on <b>01.10..2021</b>

STATE BANK OF INDIA

5	Address for submission of Application.	Deputy General Manager (OPS - ABU & GSS) ABU & GSS Department, FI & MM State Bank of India Corporate Centre, Ground Floor, Raheja Chambers Free Press Journal Marg, Nariman Point, Mumbai: 400021 Contact Number :089692 40940 Email: <a href="mailto:dgmabu.ops@sbi.co.in">dgmabu.ops@sbi.co.in</a>
6	Application Fee <b>(Application fee will be non-refundable).</b>	Rs. 25,000/- (Rupees Twenty-five thousand only) Amount should be deposited by way of NEFT to Account “ <b>State Bank of India, RFP No. ABU&amp;GSS/OPS/FIMM/2021-22/2” Account No. 40408791751 with SBI Madame Cama Road Branch (Code 8586 )</b> . Startup/ MSE Applicant will be exempted from payment of cost of RFP if Applicant can furnish requisite proof subject to satisfaction of Bank.
7	Earnest Money Deposit	Applicants should submit “ <b>EMD Security Declaration</b> as per <b>Annexure-11</b> .
8	Security Deposit	Security Deposit in the form of Fixed Deposit or Bank Guarantee by a Scheduled Commercial Bank other than SBI shall be submitted by the empaneled AT-BCs Rs.10 Lakhs, for a period of 5 years once empaneled from the date of contract.

**Part - I**

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## 1. BACKGROUND

**State Bank of India** (herein after referred to as '**SBI / the Bank**'), having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, various other offices (LHOs / Head Offices / Zonal Offices / Global Link Services, Global IT Centre, Foreign Offices, etc.) of State Bank of India, branches / other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter) invites 'APPLICATIONS / PROPOSALS' for the purpose of engagement of Agritech-Business Correspondents (henceforth called **AT-BCs**) for "**Sourcing, Servicing and Collection of Agri & Micro loans**".

### 1.1. Overview

State Bank of India is India's largest Bank with a network of over 22,600 branches spread across India. Bank also has presence in 190 offices in 35 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank has largest networks of 63,000 plus ATMs spread across geographical locations. The Bank also has one of the largest numbers of CSP outlets around 72,000 spread across India. Bank provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand reach further, Bank is also forging ahead with cutting edge technologies and innovative new banking models including collaboration / partnerships with Agritechs as Business Correspondents for Sourcing, Servicing and Collection of Agri & Micro loans.

### 1.2. Purpose

1.2.1 This "**Request for Proposal**" document ('RFP document' or RFP) has been prepared solely for engaging and empaneling Agritech Business Correspondents (henceforth called AT-BCs) to source, service and collect Agri & Micro loans supported with tech-enabled solutions to farmers for improving productivity in urban / semi-urban / rural centers across India (Hereinafter shall be referred as services). The number of AT-BCs to be empaneled by the Bank may be increased or decreased as per the Bank's business requirements and solely at its discretion.

- 1.2.1. The AT- BCs will render services on behalf of the Bank, on contract / agent basis, through their Mobile App / Web Portal with tech enabled solutions.
- 1.2.2. The eligibility criteria, the evaluation process and other terms and conditions are set out in this RFP. Bank will enter into contract with the empaneled AT-BC on such terms and conditions as contained in this RFP. The empaneled AT-BC will act on behalf of the Bank in respect of the specified services and will not be eligible to claim any benefit except for the fee or commission as may be agreed upon. The AT-BC shall not use the trademark, logo or any intellectual property / proprietary right of the Bank without its written consent.
- 1.2.3. Applications / Proposals as per “**Annexure-1**” (Part 2) are invited from eligible entities for empanelment as AT-BC. The details / scope of work is mentioned in “**Annexure-5**” of this RFP.
- 1.2.4. Applicant shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in “**Annexure-2**” of this RFP and willing to provide the services as required in this RFP. The interested Applicants who agree to all the terms and conditions contained in this RFP may submit their application with the information desired in this RFP. Consortium application **is not permitted** under this RFP.
- 1.2.5. Address for submission of applications, contact details including email address for sending communications are given in **Schedule of Events** of this RFP.  
  
The purpose of SBI behind this RFP is to seek applications from eligible entities for empanelment as AT-BC for “Sourcing, Servicing and Collection of Agri & Micro loans”.
- 1.2.8. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 1.2.9. Interested Applicants are advised to go through the entire RFP before submission of application / proposal to avoid any chance of elimination. The criteria and the actual process of evaluation of the application to this RFP and subsequent empanelment of the successful Applicants will be entirely at Bank’s discretion. This RFP seeks applications from eligible entities having the necessary experience, capability & expertise to provide SBI, the proposed services adhering to Bank’s requirements outlined in this RFP.

## **2. DISCLAIMER**

- 2.1.** The information contained in this RFP or information provided subsequently to Applicant(s) whether verbally or in documentary form / email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- 2.2.** This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Applicants. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the empaneled Applicants.
- 2.3.** The purpose of this RFP is to provide the Applicant(s) with information to assist preparation of their application / proposal. This RFP does not claim to contain all the information each Applicant may require. Each Applicant should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary or obtain independent advices / clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 2.4.** The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- 2.5.** The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

- 2.6. The Applicant is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit an application not substantially responsive to this RFP in all respect will be at the Applicant's risk and may result in rejection of the applications / proposals.
- 2.7. The issue of this RFP does not imply that the Bank is bound to empanel an Applicant or to award the contract to the empaneled Applicant and the Bank reserves the right to reject all or any of the applications or Applicants without assigning any reason whatsoever before issuance of work order and / or its acceptance thereof by the successful Applicant as defined in Award Criteria and Award of Contract in this RFP.
- 2.8. Applicants shall bear all costs associated with the preparation and submission of their proposals.
- 2.9. SBI is not bound to accept any or all proposals / applications and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligation on the Bank. SBI also reserves the right to re-issue the RFP, if the Bank decides so.
- 2.10. SBI may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. SBI also reserves the right to not shortlist or empanel any or all AT-BCs in respect of the services under this RFP without assigning any reasons, whatsoever.

### 3. DEFINITIONS

In this connection, the following terms shall be interpreted as indicated below: -

- 3.1. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.



- 3.2. **"Application / Proposal"** means the offer made by the Applicant as written reply or submission in response to this RFP.
- 3.3 **"Company"** means Company registered under the Indian Companies Act, 1956 / 2013 in India and Limited Liability Partnerships (LLPs) registered under Limited Liability Partnership Act,2008 offers tech enabled solutions and regulated as per the laws of India.
- 3.3. **"Applicant"** means any eligible Company / LLP who submit application / proposal in response to this RFP and willing / offering to provide services as a Agritech Business Correspondent (AT-BC) for the Bank pursuant to the terms of this RFP.
- 3.4. **"Eligibility Criteria"** means the criteria required to be satisfied by the Applicant in order to be eligible for engagement and empanelment as a Agritech Business Correspondent (AT-BC) and as per guidelines of RBI and more particularly described to in this RFP.
- 3.5. **"RBI"** means the Reserve Bank of India.
- 3.6. **"Services"** means the services to be provided by the Agritech Business Correspondent pursuant to the terms of the RFP and the Service Level Agreement.
- 3.7. **"SLA"** means Service Level Agreement.
- 3.8. **"IPR"** means Intellectual Property Rights.
- 3.9. **"AT-BC"** means Agritech Business Correspondent.
- 3.10. **"Employees of AT-BC"** wherever used in the RFP refers to the employees of the AT-BC responsible for carrying out various tasks in the organization.
- 3.11. **"The Contract / Service Level Agreement / Agreement"** means the agreement / SLA entered between the Bank and the empaneled AT-BC as per **"Annexure-17"** of this RFP, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

The AT-BC shall not be entitled to seek any modifications or amendments to any of the terms and conditions of the contract / SLA or other documents / standard formats annexed to this RFP.

**3.12. “Services”** means all work / services, to be provided by the Applicant as described in the RFP.

#### **4. SCOPE OF WORK / SERVICES [Also Refer to “Annexure-5”]**

**4.1.** The Agritech Business Correspondent model envisages the use of identified AT-BC for supporting the Bank for Sourcing, Servicing and Collection of Agri & Micro loans as stipulated in this RFP. The Bank engages the services of AT-BC who in turn leverage Mobile App / Web Portal through Tech-enabled solutions to deliver their services.

#### **4.2. Sourcing:**

**4.2.1. Loan Origination:** Identification of Applicants, collection of Applicant details & their initial screening like KYC documents, land records, crop details, eligible activities and pre-due diligence. (KYC authentication process will be the responsibility of Bank as per the regulatory norms). Sourcing of leads by AT-BC shall be done only for new customer acquisition and new loans to the existing borrowers of the Bank.

**4.2.2.** Collection of loan applications, verification of income, verification of primary information / secondary data available from public site.

**4.2.3.** Submission of loan applications to branches. In case of end-to-end digitized process, uploading and validation will be done through API integration with the Bank and eligibility checked with rule engine.

**4.2.4.** First Level Advisory Credit Underwriting may be carried out by AT-BC (those who have inbuilt rule engine software for the eligibility check).

**4.2.5.** However, decision to sanction or otherwise will be based only on Bank’s appraisal / credit underwriting model while processing loans. In due course, on

adequate experience being gained, adoption of credit underwriting rule engine of AT-BC may be examined by the Bank subject to regulatory requirements and Bank's internal instructions & approvals.

**4.3. "Tech-enabled" services support (illustrative only)**

- (i) Promoting, nurturing and monitoring of Self Help Groups / Joint Liability Groups / Credit Groups / others.
- (ii) Geo-tagging of farms.
- (iii) Loan information dashboard.
- (iv) Collateral management services.
- (v) Assaying services of Agri commodities for financing against the pledge of warehouse receipts.
- (vi) Market intelligence.
- (vii) Providing technical assistance to farmers.
- (viii) Capacity building of farmers.
- (ix) Providing access to farm inputs, facilitation of market linkages.
- (x) Facilitation of Agricultural value chains.
- (xi) Collection of sale proceeds of farm produce / milk, etc., through digital mode.

**4.4. Loan collections & monitoring:**

- (i) Post-sanction monitoring services (Tractor RC book collection, Insurance, etc.)
- (ii) Follow -up, tracking & monitoring of collections.
- (iii) MIS Reports / Dashboard for loan collection.
- (iv) Digital collection of principal / interest. (Facilitation of routing the sale / collection proceeds directly through loan accounts, digital collection of installments / lump sum, etc.)
- (v) No cash collection is allowed to be handled / undertaken by AT-BCs.

**4.5. Manpower - Due Diligence in case of employees at AT-BC:**

- (i) Employees deployed by AT-BC should have passed minimum educational qualification of 12<sup>th</sup> Standard (Pass).
- (ii) The employees at AT-BC to be of good conduct.
- (iii) Ability to handle operations leveraging technology.
- (iv) AT-BCs to carry out due diligence in respect of their employees at the time of appointment.
- (v) The proposed AT-BC employee should not be affiliated to any political party.
- (vi) The employee should know the local language / dialect in their area of operation.
- (vii) The employee should have geographical knowledge of the area.
- (viii) The AT-BC employee should not be a Director or officer / employee of the Bank or a relative having the same meaning under Section 6 of the Companies Act 1956 /2013 /, Limited Liability Partnership Act LLP, in the case of individuals and in the case of entities, be owned or controlled by such person(s).
- (ix) Wherever felt necessary suitable sworn-in affidavit of employee may be obtained by AT-BCs.
- (x) Police verification Report must be arranged in respect of each employee found suitable by AT-BCs.
- (xi) Services that would be carried out by AT-BCs should not be outsourced.

**4.5.1.** Any AT-BC employees working as a Recovery Agent, to undergo certificate examination for Debt Recovery Agent conducted by IIBF.

**4.5.2.** AT-BC to obtain mandatory BC certification from Indian Institute of Banking and Finance as per Reserve Bank of India guidelines /IIBF.

**4.6.** Further, AT-BC specifically agrees that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees / officers or other persons duly authorized by the Bank, to inspect and access the documents,

accounts, records of transactions and all necessary information in possession of, or stored or processed by the AT-BC. The persons authorized by RBI / by the Bank shall have a right to obtain copies of the records, information, etc., in possession of AT-BC. AT-BC further agrees that in case access is not allowed to the persons authorized by RBI / SBI for the purposes of inspection which results in imposition of supervisory fees by RBI / by any regulators / Govt. of India, upon the Bank, and the Bank is required to pay such supervisory fees to RBI / regulator / Govt. of India, AT-BC shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered.

- 4.7. Issuance of Identity Card:** The AT-BC shall issue identify card to their employees, which will have photograph with unique personal identification and name and address printed on it, duly authenticated by the AT-BC. The identity card shall be required at the time of interaction with famers / prospective borrowers.
- 4.8. Code of Ethics- Security Breaches:** In line with RBI guidelines, the AT-BCs will be specifically prohibited from charging any fee to the customers for services contracted & rendered by them on behalf of the bank.
- 4.9. Business Continuity Plan:** AT-BC shall be responsible to have necessary Business Continuity Plan (BCP) in place to ensure uninterrupted service in case any of their employees, leaves their services for whatsoever reason.
- 4.10.** The Applicant and their respective officers and employees shall observe the highest standard of ethics during the application process. Notwithstanding anything to the contrary contained herein, the Bank shall reject application without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the application.
- 4.11.** Applicants are obliged under Code of Integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

**4.12.** Applicants need to declare any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this Code of Integrity. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) “**Corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in an RFP process or to secure a contract or in execution of the contract;
- (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the service procurement process or affect the execution of a contract;
- (d) “**Anti-competitive practice**” means any collusion, application rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the service procurement process or to establish application prices at artificial, non-competitive levels;
- (e) “**Obstructive practice**” means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation;

or by making false statements to investigators and / or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

#### **4.13. Debarment / Banning:**

Empanelment / participation of Applicants and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts.

##### **4.13.1. Debarment from participation including removal from empanelled list:**

Debarment of a delinquent AT-BC (including their related entities) including removal from empanelment, wherever such AT-BC is empaneled, due to severe deficiencies in performance or other serious transgressions. reasons, which may justify debarment and / or removal of the AT-BC from the list of empaneled AT-BCs are: -

- (i) Without prejudice to the rights of the Bank, if an Applicant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the application process, such Applicant shall not be eligible to participate.
- (ii) If AT-BC ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- (iii) Bankruptcy or insolvency on the part of the AT-BC as declared by a court of law.
- (iv) Banning by Ministry / Department or any other Government agency.
- (v) Other than in situations of force majeure, qualified Applicant withdraws from the empanelment process or after being declared as successful Applicant: **(i)** withdraws from the process; **(ii)** fails to enter into a Contract;

or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.

(vi) If the Central Bureau of Investigation / CVC / C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.

(vii) Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

**4.13.2.** Alternative / Multiple / Consortium applications shall not be considered at all.

**4.14. Confidentiality:** Any data generated directly or indirectly, or procured by the AT-BC in performing their respective obligations in terms of this Agreement, including, without limitation, customer names, addresses, transaction details and other such information (customer information), shall be and remain during the term of this Agreement and thereafter the property of the Bank and shall be kept confidential and the AT-BC shall have no rights or interest in the customer information and shall promptly provide all customer information to the Bank in the form in which such data is maintained by the AT-BC, and if the Bank so desires, destroy the customer information. The AT-BC will not use the customer information and shall ensure that the AT-BC or its employees do not use the customer information for any purpose other than that of providing the services, nor customer information, or any part thereof, will be disclosed, sold, assigned, leased, licensed or otherwise disposed of to third parties by the AT-BC, their employees. The customer information shall be used and handled in accordance with its obligations under this clause, all data privacy and protection laws and regulations as well as the Bank's data privacy requirements as set forth hereinabove. The AT-BC shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires and gets terminated.



**4.15. Further,**

- (i) AT-BC shall execute a Non-Disclosure and an Integrity Pact.
- (ii) AT-BC shall have to ensure, that they will disclose forthwith, instances of security breaches, if any, to the bank without delay.
- (iii) AT-BCs shall not charge any fee to the customers directly for services contracted and rendered by them on behalf of the Bank under this arrangement.
- (iv) AT-BC shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this agreement.
- (v) The AT-BC shall ensure that it shall treat all the borrowers / customers with dignity and respect and follow cardinal principles of the Bank / RBI, and follow ethical policies / practices.

**4.16. AT-BC Remuneration:** The details of remuneration are mentioned in “Annexure-4”, subject to change / modification as decided by the Bank from time to time.

**5. ELIGIBLE ENTITIES**

RFP is open to entities which meet the eligibility criteria as given in “Annexure-2” of this document. The Applicant has to submit the necessary documents substantiating eligibility criteria as mentioned in this RFP document. The following eligibility criteria for participation in RFP are proposed: -

- i. Company registered under the Indian Companies Act, 1956 / 2013 in India and Limited Liability Partnerships (LLPs) registered under Indian Partnership Act, 1932 and Indian Companies Act, 1956 / 2013, offering tech enabled solutions and regulated as per the laws of India.
- ii. Any Applicant from a country which shares a land border with India will be eligible to bid in India in this RFP, only if the Applicant is registered with Department of Promotion of Industry and Internal Trade (DPIIT). Applicant for the purpose of this RFP (including the term “Agritech Business Correspondent”) means any Company / LLP not falling in any of the descriptions stated herein before including any agency Branch or office controlled by such Company /

LLP, participating in a RFP process. Applicant from a country which shares a land border with India for the purpose of this RFP means:

- a) An entity incorporated, established or registered in such a country, or
- b) A subsidiary of an entity incorporated, established or registered in such a country, or
- c) An entity substantially controlled, through entities incorporated, established or registered in such a country, or
- d) An entity whose beneficial owner is situated in such a country, or
- e) An Indian agent of such an entity.

iii. The beneficial owner for the purpose of **ii. (d)** above will be as under: -

In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by the virtue of their shareholdings or management rights or shareholder’s agreements or voting agreements.

iv. Applicant shall also submit a CERTIFICATE regarding restrictions on procurement from an Applicant of a country which shares a land border with India along with its application / proposal (“**Annexure-9**”) duly signed by the Applicant and witnessed by two persons. The certificate shall be stamped as applicable in the State where it is executed. Applications submitted without such certificate, as per the format (“**Annexure-9**”) provided in RFP, shall not be considered and would be out rightly rejected.

## 6. APPLICATION FEE

Application Fee of Rs. 25,000/- (i.e. Rupees Twenty-Five Thousand only) should be deposited by way of NEFT to Account STATE BANK OF INDIA, RFP No. ABU &GSS/ OPS/FIMM/2021-22/2 Account No. **40408791751** with SBI, Madame Cama Road Branch, Mumbai (IFSC- SBIN0008586), separately along with RFP response (UTR No. to be provided). The Bank may at its discretion reject any Applicant where the application money has not been furnished with the RFP response. Concession as per MSMED Act will be extended to eligible MSE Applicants.

- 6.1. The participating Applicants shall bear all the costs incurred in connection with or relating to the Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Application. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant regardless of the conduct or outcome of the application process.

## 7. CLARIFICATIONS AND AMENDMENTS ON RFP / PRE-BID MEETING

- 7.1. Applicants requiring any clarification of the RFP Document may notify the Bank in writing strictly as per the format given in “**Annexure-12**” at the address / by e-mail given in “**Schedule of Events**” of this document within the date / time mentioned in the schedule of events.
- 7.2. A Pre-Bid meeting will be held on the date and time specified in the schedule of events, which may be attended by the authorized representatives of the Applicants interested to respond to this RFP.
- 7.3. Applicants may request clarifications on any clause of the RFP document at the pre-bid meeting. Any such request for clarification must be sent via email to [\*\*dqmabu.ops@sbi.co.in\*\*](mailto:dqmabu.ops@sbi.co.in) before the stipulated date. All such queries by e-mail should be received in the suggested template (“**Annexure-12**”) on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-

mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under **para 7.5.** below.

- 7.4.** The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Applicants.
- 7.5.** The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Applicant, may modify the documents submitted under RFP by amendment which will be made available to the Applicants by way of corrigendum/addendum. The interested parties / Applicants are advised to check the Bank's website regularly till the date of submission of proposals specified in the schedule of events / email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Application. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating Applicants. Bank will not take any responsibility for any such omissions by the Applicant. SBI, at its own discretion, may extend the deadline for submission of Applications in order to allow prospective Applicants a reasonable time to prepare the Application, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda / corrigenda or clarifications issued in connection thereto.
- 7.6.** No request for change in commercial / legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

**7.7.** Queries received after the scheduled date and time will not be responded / acted upon.

## **8. CONTENTS OF RFP DOCUMENTS**

**8.1.** The Applicants must thoroughly study / analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

**8.2.** Failure to furnish all information required in the application & documents submitted under RFP or submission of Application not responsive to this RFP document in any respect will be at the Applicant's risk and responsibility and the same may finally result in rejection of its Application. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Applicants.

**8.3.** Nothing in this RFP or any addenda / corrigenda or clarifications issued in connection thereto, is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters contained in RFP and / or any addenda / corrigenda or clarifications issued in connection thereto.

**8.4.** The Application / Proposal prepared by the Applicants, as well as all correspondences and documents relating to the Application exchanged by the Applicants and the Bank and supporting documents and printed literature shall be submitted in English.

**8.5.** The information and all the documents provided / submitted by the Applicants in response to this RFP will become the property of SBI and will not be returned to the Applicants. Incomplete information in Application / Proposal may lead to non-consideration of the proposal.

**8.6.** Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

## 9. EARNEST MONEY DEPOSIT (EMD)

Applicants should submit the “ **EMD Security Declaration** “ as per the format furnished in the Annexure-11.

## 10. APPLICATION PREPARATION AND SUBMISSION

The applications containing relevant details with a covering letter shall be submitted in sealed envelope super scribing "**APPLICATION FOR ENGAGEMENT OF AGRITECH BUSINESS CORRESPONDENT FOR SOURCING, SERVICING AND COLLECTION OF AGRI & MICRO LOANS: APPLICATION REFERENCE NO. ABU&GSS/OPS/FIMM/2020-21/2 Date: 04.09. 2021**". Applications with enclosures to be submitted in hard copy only.

**10.1.** The below given documents should accompany the application:

- (i) Index of all the documents, letters, application forms, etc., submitted in response to RFP along with page numbers.
- (ii) Covering letter specimen as given in **Annexure-1**".
- (iii) **Annexure-1** (Part-2) (Application Form) duly signed by the authorized signatory on Applicant's letterhead.
- (iv) Application Fee (UTR No. of Application Fee as specified in this document).
- (v) Applicant's profile and performance.
- (vi) Profile of Directors.
- (vii) Articles of Association and Memorandum of Association, etc.
- (viii) Audited Balance Sheet and Profit and Loss Account of the Applicant as well as parent/holding Company for last three years.
- (ix) Company Secretary / Chartered Accountant / Certificate with regard to details of Applicant and manpower employed / engaged by the company as per **Annexure-15**".
- (x) Net worth of the Applicant.
- (xi) A copy of Board Resolution along with copy of Powers of Attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the application document.
- (xii) Specific response with supporting documents in respect of Eligibility Criteria

as mentioned in “**Annexure-2**”.

- (xiii) Evaluation and assessment matrix – “**Annexure-3**” duly signed by the authorized signatory.
- (xiv) Acknowledgment letter as per “**Annexure-8**” duly signed by the authorized signatory on the Applicant’s letterhead.
- (xv) The Application / Proposal shall be complete in accordance with various clauses of the RFP document or any addenda / corrigenda or clarifications issued in connection thereon, duly signed by the authorized representative of the Applicant and stamped with the official stamp of the Applicant. Board Resolution authorizing representative to submit the Application and make commitments on behalf of the Applicant is to be attached.
- (xvi) If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. However, that would not entitle the Applicant to change or cause any change in the substances of the Application already submitted.
- (xvii) The Applicant may also be asked to give presentation for the purpose of clarification of the Application.
- (xviii) The Applicant must provide specific and factual replies to the points raised in the RFP.
- (xix) The Application shall be typed or written in indelible ink and shall be signed for the Applicant by a person or persons duly authorized to bind the Applicant to the Contract.
- (xx) All the enclosures / annexures (Application) shall be serially numbered with rubber stamp of the participating Applicant. The person or persons signing the Applications shall initial all pages of the Application.
- (xxi) Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Application.
- (xxii) The Application document / proposal shall be spirally bound.
- (xxiii) The sealed envelopes shall be addressed to the Bank and delivered at the address given in this RFP and should have name and address of the Applicant on the cover.

- 10.2.** No legal relationship – No binding legal relationship will exist between the Applicant and the Bank until execution of a contractual agreement (as per “**Annexure -14**”) to the full satisfaction of the Bank.
- 10.3.** Entity obligation to inform – The entity must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 10.4.** Evaluation of offers - Applicant acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the empanelment of Applicant, not limited to those empanelment criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The Applicant unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 10.5.** Acceptance of terms – An Applicant will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.
- 10.6.** RFP Closing Date - RFP Response should be received by the Bank at State Bank of India, Corporate Centre, ABU &GSS. Financial Inclusion & Micro Market, Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021 not later than 01.10.2021 at 3.00 PM
- 10.7.** Registration of RFP Response - Registration of RFP response will be effected by the bank by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. The submission should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through E-mail mode, the RFP is



liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Bank. The entity shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents. Bank's decision on opening and further processing of applications irrespective of minimum number of applications received in the application, will be final and binding.

- 10.8. Notification** - Bank will notify the Applicants in writing about the outcome of the RFP evaluation process, including whether the entity's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 10.9. Disqualification** - Any form of canvassing / lobbying / influence / query regarding short listing, status, etc., will result in a disqualification.
- 10.10. Timeframe** - The following is an indicative time frame for the overall empanelment process. The Bank reserves the right to vary this time frame at its absolute and sole discretion and without providing any notice / intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Applicants during the process.

RFP Issuance Date	04.09..2021
Last date of submitting queries	17.09.2021 up to 3 PM
Last date of submission of RFP	01.10.2021 up to 3 PM
Opening of Applications received*	04.10.2021.

(\* Applicant or their representative may be present at the time of opening of application)

- 10.11.** Result would be communicated separately to the Applicants within 90 days of last date of submission of application, unless a decision to extend the process is taken by the Bank. Interested parties are expected to adhere to

the timelines mentioned above. However, the Bank reserves the right to change the aforementioned timelines as per requirement and exigencies. The RFP document will be available on the Bank's web site <https://bank.sbi> till last date of submission. No hard copy of RFP document will be provided.

**10.12.** The bank reserves the right to cancel / scrap the RFP process without assigning any reason and the Applicants will not have any right to oppose the scrapping of the RFP process or refund of application money.

**10.13.** The Bank reserves the right to reject applications not conforming to above.

### **11. DEADLINE FOR APPLICATION SUBMISSION**

Applications must be submitted not later than the specified date and time mentioned in the document. If the specified date of submission of applications being declared a holiday by the bank, the applications will be received up to the specified time in the next working day. The bank may, at its discretion, extend this deadline for submission of applications by amending the application documents, in which case all rights and obligations of the Bank and Applicants, previously subject to the deadline, will thereafter be subject to the deadline extended. Any application received after the deadline for submission of applications prescribed, will be rejected and returned unopened to the Applicants.

**11.1.** All the correspondence should be addressed to Bank at the following address.

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021  
Email: [dgmabu.ops@sbi.co.in](mailto:dgmabu.ops@sbi.co.in)

## **12. MODIFICATION AND WITHDRAWAL OF APPLICATIONS**

Applications once submitted will be treated, as final and no further correspondence will be entertained on this. No application will be modified after the deadline for submission of applications. No Applicant shall be allowed to withdraw the application, if Applicant happens to be successful Applicant.

## **13. CONTACTING THE BANK**

Any effort by an Applicant to influence the Bank in evaluation of the application, application comparison or contract award decision may result in the rejection of the Applicants' application. Banks decision will be final and without prejudice and will be binding on all parties. Applicants are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the Applicants will be communicated to them through e-mails.

## **14. BANK'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS**

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- (i) It is not in conformity with the instructions mentioned in the RFP document.
- (ii) It is not accompanied by the requisite Application Fee .
- (iii) It is not properly or duly signed.
- (iv) It is received through email.
- (v) It is received after expiry of the due date and time.
- (vi) It is incomplete including non- furnishing the required documents.
- (vii) It is evasive or contains incorrect information.
- (viii) There is canvassing of any kind.
- (ix) It is submitted anywhere other than the place mentioned in the RFP.
- (x) Any other reason which the Bank in its sole discretion considers fit to reject the application.

## 15. APPLICATION EVALUATION & EMPANELMENT PROCESS

### 15.1. Opening of Applications:

15.1.1. All Applications received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in this document. The Applications will be opened in the presence of representatives of the Applicants who choose to attend the same. However, Applications may be opened even in the absence of representatives of one or more of the Applicants. The Bank may, at its sole discretion decide to open the Applications in the virtual presence of the representative the Applicants. The link for the same shall be updated on the Bank's Corporate website (<https://bank.sbi>).

15.1.2. The Bank will examine the Applications to determine whether they are complete, required formats have been furnished, the documents have been properly signed. EMD Security Declaration form and validity period is available and the Applicants are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in an Application which does not constitute a material deviation.

15.1.3. After opening of the Applications and preliminary evaluation, some or all the Applicants may be asked to make presentations on the service proposed to be offered by them.

15.1.4. If any Application is not found responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Applicant by correction of the non-conformity.

### 15.2. Evaluation:

- i. Evaluation of only those applications will be carried out which are prima facie found to be responsive and where all the required papers and **EMD Security Declaration**, Affidavits, etc., have been furnished. Before evaluation, the bank will examine the applications to determine whether they are complete,

whether required information have been provided as underlined in the application document, whether the documents have been properly signed and whether applications are generally in order. The bank will reject the application determined as not substantially responsive.

- ii. Evaluation will include information submitted as per application format, demonstration of proposed services, reference calls and site visits, wherever required. The Applicant may highlight the noteworthy / superior features of their services. The Applicant will, at Bank's discretion, demonstrate / substantiate all claims made in the application to the satisfaction of the Bank, at their cost.
- iii. During evaluation and comparison of applications, the Bank may, at its discretion, ask the Applicants for clarification on the applications received. The request for clarifications shall be in writing.
- iv. The Bank reserves the right to evaluate the Applications on technical & functional parameters including office / workplace visits and witness demos of the system and verification of functionalities, response times, etc.

### **15.3. APPLICATION EVALUATION CRITERIA AND EMPANELMENT OF AT-BCs (Refer to Annexure-3)**

To assist in the examination, evaluation and comparison of applications the Bank may, at its discretion, ask the Applicant for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory. The clarification and response received from Applicant will be subsequently part of application submitted by that Applicant. The following steps will be used: -

- i. Applications received will be evaluated based on parameters laid down in "**Annexure-3**" of this document.
- ii. The Applicant not complying with any of the eligibility conditions will not be considered for further evaluation and the application will be rejected outright.

- iii. Applicants will qualify based on the Bank's internal assessment.
- iv. The parameters for evaluation are given in "**Annexure-3**".

#### **15.4. Empanelment of AT-BCs:**

1. Bank has identified ten niche areas viz., Crop loans, Warehouse Receipt Finance, Farm Mechanization Minor irrigation Horticulture. Dairy ,Poultry, Fisheries, FPC/FPOs, Agro Food Processing in Agri & allied activities eco-system. Ranking for empanelment of AT-BCs will be done separately in each niche areas on the basis of scores achieved in term of scoring matrix mentioned in this RFP subject to a minimum qualifying score of 50 out of 100. Overall 25 Applicants would be empaneled and published by the Bank in its' website (<https://bank.sbi>) after completion of evaluation /empanelment process. The onboarding of empaneled AT-BCs with the Bank will be done in a phased manner based on Bank's priorities and geographical coverage of services provided by respective AT-BCs including abilities and capacities of both entities to integrate with each other system /digital-technical platform. However, the number of AT-BCs for empanelment may be increased /decreased as per the Bank's discretion

- i. In case, two Applicants' scores are tied, both the Applicants will be treated at par.
- ii. Bank's discretion will be final relating to number of Applicants to be shortlisted / engaged.
- iii. Bank will notify successful Applicants in writing. The empaneled Applicant has to return the duplicate copy of the same to the Bank within **15 working days**, duly accepted, stamped and signed by Authorized Signatory in token of acceptance, failing which Bank may take appropriate action including rejection of the Application and awarding the work to other Applicants, as well as debarring the said Applicant from participating in further RFPs / Tenders of the Bank.
- iv. In case if any / some of the empaneled companies fails to enter into the contract or furnish the Bank Guarantee (BG) / Security deposit within the stipulated timelines or fails to comply with the requirements / terms and conditions of this RFP it shall constitute sufficient grounds for the annulment of the award and / or BG as well as debarment of the

Applicants. In such situations, Bank reserves / shall have the absolute right to engage the other Applicants and award the work / services to them in the order of merit.

- v. The successful Applicant will have to submit a Non-Disclosure Agreement (NDA), (strictly on the lines of format given in **“Annexure-6”** of this RFP), Bank Guarantee for the amount and validity as desired in this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of Board Resolution and Power of Attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Applicant shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, as per delivery schedule and milestones prescribed in **“Annexure -11”**.
- viii. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Applicant to comply with the requirements / terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and BG as well debarment of the Applicant.
- x. Upon notification of award to the successful Applicant, the Bank will promptly notify the award of contract to the successful Applicant on the Bank's website.
- xi. Until the execution of a formal contract as per **“Annexure-17”**, the RFP document, together with the Bank's notification of award and the Applicant's acceptance thereof, would constitute a binding contract between the Bank and the successful Applicant.
- xii. There will be strict adherence to the guidelines on the Office Memorandum issued by Ministry of Finance on the insertion of Rule 144 (xi) in the General Finance Rules (GFRs) 2017 dated 23 July 2013 and amendments & clarifications hereto regarding restrictions on procurement from an Applicant of a country which shares a land border with India and on sub-contracting to contracting from such countries. The Applicants to provide the declaration as per enclosed **“ Annexure-9”**.

## **16.POWERS TO VARY OR OMIT WORK**

- 16.1.** No alterations, amendments, omissions, additions, suspensions or variations of the work / services (hereinafter referred to as variation) under the RFP / contract shall be made by the successful Applicants except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Applicant to make any variation without prejudice to the contract. The empanelled Applicants shall carry out such variation and be bound by the same conditions as far as possible as though the said variations occurred in the contract documents, if any, suggested variation would, in the opinion of the empaneled Applicants, if carried out, prevent it from fulfilling any of its obligations under the contract, it shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Applicants to make such other modified variation without prejudice to the contract. The empaneled Applicants shall carry out such variation and be bound by the same conditions as far as Applicants as though the said variations occurred in the contract documents, if the Bank confirm its instructions, the successful Applicant's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted as the case may be.
- 16.2.** In any case in which the successful Applicants has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later, will in the opinion of the finally empaneled Applicants, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.



**16.3.** If any change in the work is likely in reduction in cost, the parties shall agree in writing to the extent of change price, before the empaneled Applicants proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

**16.4. No Waiver of Bank Rights or Successful Applicant's liability:**

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the empaneled Applicants, or relieve the empaneled Applicants of its obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations / amendments / variations, or discharge the liability of the successful Applicants for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which it is bound to indemnify the Bank nor shall any such certificate nor the acceptance by it of any such amount paid on account or otherwise affect or prejudice the rights of the successful Applicant against Bank.

**16.5. Contract Amendments**

No variation in or modification of the terms of the Contract post execution shall be made, except by written amendment, signed by the parties.

**16.6. Application security / cancellation of application**

SBI reserves the right to accept or reject any or all applications or annul the entire process and reject all applications at any time, without thereby incurring any liability to the affected Applicant or Applicants of any obligation to inform the affected Applicant or Applicants of the ground for its action.

**17. GOVERNING LAW AND DISPUTES (applicable in case of successful Applicants only)**

The Laws governing RFP / Contract shall be the laws of India. All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably between the parties, if however, the parties are not able to solve them amicably, then the parties have to seek appropriate remedy in the Competent Courts located at Mumbai. The Competent Courts at Mumbai shall have exclusive jurisdiction in this regard.

**18. USE OF CONTRACT DOCUMENTS AND INFORMATION - SIGNING OF NDA**

The Applicant shall not, without the Bank prior written consent, make use of any document or information provided by the Bank or otherwise except or purposes of performing contract. Successful Applicants will have to sign Bank's approved Non-Disclosure Agreement (NDA) as per "**Annexure – 6**".

**18.1. Right to verification**

The Bank reserves the right to verify any or all of the statements made by the Applicants in their application documents and to inspect the Application facility. If necessary, to establish to its satisfaction about the Applicant's capacity /capabilities to perform the services. A review of the facility of the empaneled Applicants may also be conducted by the IS Department of the Bank or their representative (s) any time during the contract period.

**18.2. Right to Audit:**

- i. The empaneled Applicants (AT-BC) have to get themselves annually audited by internal / external empaneled Auditors appointed by the Bank / inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank / such auditors in the area of products (IT-hardware / software) and services, etc., provided to the Bank and the AT-BC required to submit such certification by such Auditors to the Bank. The

Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the AT-BC. The AT-BC shall, whenever required by the Auditors, furnish all relevant information, records / data to them. Cost of audit conducted by the Bank shall be borne by the Bank.

- ii. Where any deficiency has been observed during audit of the AT-BC on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the AT-BC shall correct / resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the AT-BC shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. AT-BC shall, wherever required by the Bank, furnish all relevant information, records / data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and / or retain for any relevant material information / reports including audit or review reports undertaken by the AT-BC (e.g. financial, internal control and security reviews) and findings made on empaneled Applicant in conjunction with the services provided to the Bank.

## **19. CONFIDENTIALITY**

- i. Applicants acknowledge and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contact, work order to be issued, data papers and statements and trade secrets of the Bank relating to its business practices and their competitive position in the market place provided to the empaneled Applicant by the Bank in connection with the performance obligations of Applicant under the work order to be issued, in part or complete shall be considered to be confidential and proprietary information (Confidential Information) and shall not disclosed to any third party /published without the written approval of the Bank.

- ii. The Confidential Information will be safe guarded, and Applicant will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Applicant of this section, monetary damages may not be an adequate remedy, Therefore, Bank shall be entitled to injunctive relief to restrain Applicant from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the AT's performance under the Contract, if so required by the Bank.
- iv. The Application will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and Proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- v. On termination of the Contract, the AT\_BC must immediately return to the Bank or delete or destroy all Confidential Information.
- vi. The confidentiality obligations shall survive the expiry or termination of the agreement between the AT-BC and the Bank.

## **20. ASSIGNMENT**

The Applicants shall not be entitled to assign any or all its rights and or obligations under this RFP and subsequent Agreement to any entity including the AT-BC's affiliate without the prior written consent of the Bank.

## **21. NON-DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the successful Applicant, and its implementation thereof, the successful Applicant may have access to the confidential information and data of the Bank and its customers. The successful Applicant will enter into a Non-Disclosure Agreement to maintain

the secrecy of Bank's data as per following: -

- i That the successful Applicant will treat the confidential information as confidential and shall not disclose to any third party. The successful Applicant will also agree that its employees shall maintain confidentiality of the confidential information.
- ii That the successful Applicant 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 successful Applicant 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 successful Applicant shall use reasonable efforts to advise the Bank immediately in the event that the successful Applicant 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 successful Applicant, and will reasonably cooperate in seeking injunctive relieve against any such person.
- iii That if the successful Applicant 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 Applicant is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- iv That the successful Applicant will strictly maintain the secrecy of Bank's data.
- v The empaneled Applicant shall execute Non-Disclosure Agreement (NDA) as per "**Annexure – 6**". The empaneled Applicant shall execute the NDA within 7 days from the date of acceptance of letter of appointment.

## 22. INTEGRITY PACT

Each participating Applicant shall submit a Pre-Contract Integrity Pact as per attached “**Annexure-7**” duly stamped as per the stamp duty applicable in the state where it is executed. Integrity pact should be submitted by all participating Applicants at the time of submission of Application documents or as per satisfaction of the Bank. The Non-submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground for disqualification from participating in Application process.

## 23. INDEMNITY

- i. The Applicant shall indemnify Bank and keep indemnified against any loss arising out of deficiency in service or fraud, embezzlement of funds committed by the CSP deployed by them or the employees of the Applicant or damage caused to bank by misdeeds of the employees of the Applicant or any loss / damage that Bank may sustain on account of violation of patent, trademarks, logo etc. by the Applicant by executing an instrument to the effect on a Non-Judicial stamp paper (“**Annexure -16**”).
- ii. Furthermore, the Applicant shall be jointly and severally liable towards the Bank for any breach, non-performance or violation of the terms of this agreement by the Applicant, and its employees, shall keep the Bank, its employees and shareholders harmless and indemnified to the extent of any loss incurred by the Bank on account of omission and commission of the Applicant, its employees with respect to all dealings with the customers, pursuant to this Agreement.
- iii. The AT-BC shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys’ fees) relating to, resulting directly or indirectly from or in any way arising out of any action, suit or proceeding brought against the Bank as a result of: -

- a) The Bank's authorized / bona fide use of the Deliverables and / or the Services provided by the AT-BC under this RFP: and / or
- b) An act or omission of the AT-BC and / or its employees, in performance of the obligations.
- c) Under this RFP: and / or
- d) Claims made by employees who are deployed by the AT-BC, against the Bank and / or
- e) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the AT-BC to its employees.
- f) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the AT-BC under this RFP: and / or
- g) Any of all Deliverables or Services infringing any patent, trademarks, copyrights or such other intellectual Property Rights, and / or
- h) Breach of confidentiality obligations of the AT-BC contained in this RFP: and / or
- i) Negligence or gross misconduct attributable to the AT-BC or its employees.
- j) The AT-BC shall also indemnify the bank against all losses suffered due to breach of contract and undertake to make good the financial loss caused directly or indirectly by claims brought about by its customer or by third parties.
- k) The AT-BC have understood that this indemnity would cover all the acts and omissions on the part of personnel / their representatives.
- l) The AT-BC in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the AT-BC, its employees, the AT-BC will pay on first demand made by Bank of any amount on this account without any demur, contest, protest whatsoever within 15 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from the AT-BC and /or make deductions from the amount payable by Bank to AT-BC.

- m) The AT-BC will be liable under the relevant statute, civil and /or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and / or offline transactions committed (including those committed by any of its employees and representatives) in the performance of the Services under the RFP / Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and /or transactions.
- n) Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and /or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Applicant.

#### **24. OBLIGATIONS OF THE EMPANELLED AT-BCS (SUCCESSFUL APPLICANTS)**

- i. The AT-BC is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The AT-BC is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The AT-BC will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the AT-BC's negligence. The AT-BC will pay all indemnities arising from such incidents and will not hold the Bank responsible or obliged.
- iv. The AT-BC is responsible for managing the activities of its personnel (wherever permitted) and will hold themselves responsible for any misdemeanors.



- v. The AT-BC shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under Non-Disclosure Agreement in “Annexure-6” of this document.

## **25. FULFILMENT OF CONTRACT AND DURATION OF CONTRACT**

- i Bank will enter into a contract with Successful Applicants initially for a period of 24 months’ subject to review thereafter or as decided by the Bank.
- ii Bank reserves right to cancel the contract at any time.
- iii Notwithstanding the afore stated, the Bank shall be entitled to terminate the Agreement forthwith (a) pursuant to guidelines, rules, regulations, notifications, orders issued by the RBI / Government of India or any other statutory authority (b) upon violation by the AT-BC of any provisions of guidelines, rules, regulations, notifications, orders issued by the RBI / Government of India from time to time.
- iv The AT-BC shall ensure to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by AT-BC as envisaged under this RFP.
- v The empaneled AT-BC will have to undertake to comply with all prevailing laws including Labour Welfare Laws and regulations in India relevant for such work undertaken.
- vi The AT-BC shall ensure that the employees of AT-BC shall not be entitled to any benefits of employment available to the employees of the Bank. The AT-BC shall ensure that its employees are duly informed of such status and shall be responsible for its employees as required under various statutory regulations and guidelines as may be applicable to them under such statutes.

## 26. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE

- i. Security deposit Rs.10 Lakhs in the form of fixed deposit or Performance Bank Guarantee (PBG) shall be submitted by AT-BC.
- ii. Security deposit (lien marked in favor of Bank) shall be kept in the form of Fixed Deposit for a period of 5 years and kept under safe custody.
- iii. Performance Bank Guarantee of the amount with 5 years' validity period strictly on the format at "**Annexure-11**" is to be submitted by the finally empaneled Applicant as above in lieu of Fixed Deposit. The Performance Bank Guarantee (PBG) has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Application finally selected. Work order will be released only after receipt of the Performance Bank Guarantee (PBG) / Fixed Deposit.
- iv. The PBG / Fixed Deposit is required to protect the interest of the Bank against the risk of non-performance of the successful Applicant in respect of successful implementation of work / services which may warrant invoking / liquidation of PBG / Fixed Deposit, also if any act of the successful Applicants results in imposition of Liquidated Damages then also the Bank reserves the right to invoke /liquidate the PBG / Fixed Deposit.
- v. If at any stage, Bank finds that the documents submitted by a empaneled Applicant are found to be false in any way, in other words, if all services as mentioned under Scope of Work, are not being provided by the Applicant or if any stage, Bank finds that a empaneled Applicant has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the work to the other Applicants and the Applicant who has submitted false documents / declarations will be debarred /expelled or executing the work further and Bank has the right to invoke / liquidate its Performance Bank Guarantee / Fixed Deposit.

## **27. COMMISSION TO BCs.**

- a) In line with RBI guidelines, the agreement with the AT-BCs will specifically prohibit them from charging any fee from the customers directly for services rendered by them on behalf of the bank.
- b) The structure of commission payable will be decided by the Bank (“Annexure-4”). The approved structure of commission is advised to all AT-BCs, in case of any revision.

## **28. PATENT RIGHTS / INTELLECTUAL PROPERTY RIGHTS**

**28.1.** The AT-BC shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright / trade secret or industrial design or any other Intellectual Property Right of third party, AT-BC shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to AT-BC under this RFP / Agreement.

- 28.2.** The AT-BC shall expeditiously extinguish any such claims and shall have full rights to defend themselves there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the AT-BC shall be fully responsible thereof, including all expenses and court and legal fees.
- 28.3.** The Bank will give (a) notice to AT-BC of any such claim without delay / provide reasonable assistance to AT-BC in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) AT-BC shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) AT-BC shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) AT-BC shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 28.4.** Without the Bank's prior written approval, AT-BC will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

## **29. APPLICATION / PROPOSAL**

It is the responsibility of the Applicant to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by SBI is not provided by Applicant, SBI shall proceed with evaluation based on information provided and shall not request the Applicant for further information. Hence, responsibility for providing information as required in this form lies solely with Applicant. The Applicant shall submit the Application Form "**Annexure-1**" along with details/information as given in "**Annexure-1**".

### **30.TERMINATION OF ARRANGEMENT**

**30.1.** The Bank, without prejudice to any other remedy for breach of Contract / RFP, by a written notice of not less than 30 (thirty) days sent to the AT-BC, may terminate the Contract in whole or in part for any of the following reasons: -

- i. If the AT-BC fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if s AT-BC fails to perform any other obligation(s) and / or breach any of terms and conditions of the RFP / Contract; or
- ii. If the AT-BC fails to perform any other obligation(s) under the contract; or
- iii. Laxity in adherence to standards laid down by the Bank; or
- iv. Discrepancies/deviations in the agreed processes and/or Services; or
- v. Violations of terms and conditions stipulated in this RFP; or
- vi. On happening of any termination event mentioned in the RFP / Contract; or
- vii. On review, if any of the terms and conditions of the MOU / Code of Conduct are found to be violated by AT-BCs, the arrangement with them would stand terminated by the selection Committee concerned and blacklisted with IBA.

**30.2.** In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the AT-BC, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the AT-BC shall be liable to the Bank for any increase in cost for such similar Services. However, the AT-BC shall continue performance of the Contract to the extent not terminated.

**30.3.** If the contract is terminated under any termination clause, the AT-BC shall handover all documents / executable / Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- 30.4.** During the transition, the AT-BC shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- 30.5.** The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP / Contract.
- 30.6.** In the event of failure of the AT-BC to render the Services or in the event of termination of contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing AT-BC. The existing AT-BC shall continue to provide services as per the terms of contract until a 'New AT-BC' completely takes over the work. During the transition phase, the existing AT-BC shall render all reasonable assistance to the new AT-BC within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services.

### **31. FORCE MAJEURE**

- 31.1.** Notwithstanding the provisions of terms and conditions contained in this RFP, the AT-BC shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, 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'.
- 31.2.** For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, major Act of Government, does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- 31.3.** If a Force Majeure situation arises, the AT-BC shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the AT-BC 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.
- 31.4.** If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, AT-BC shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

## **32. TERMINATION FOR INSOLVENCY**

The Bank may, at any time, terminate the Contract by giving written notice of 30 days to AT-BC, if AT-BC becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to AT-BC, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## **33. TERMINATION FOR CONVENIENCE**

The Bank, by a written notice of not less than 90 (ninety) days sent to the AT-BC, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the AT-BC under the Contract is terminated, and the date upon which such termination becomes effective.

## **34. COMPLIANCE WITH LAWS**

- 34.1.** The Applicant shall undertake to observe, adhere to, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify,

keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly / indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the AT-BC.

**34.2.** The Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the bank and its employees / officers / Staff / Personnel from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the AT-BC

**34.3.** This indemnification is only a remedy for the Bank. The Applicant is not absolved from its responsibility of complying with the statutory obligations as specified above.

## **35. CODE OF CONDUCT**

**35.1.** The Agreement entered into with the AT-BCs shall also include the Code of Conduct (contractual obligations / quality of service). It may include among other things, the following: -

a) AT-BCs will handle their responsibilities with care, diligence and sensitivity.



- b) AT-BCs will ensure that their employees conduct all financial transactions online and real time. Offline transactions are not permitted and not allowed.
- c) During recovery procedures, AT-BCs will adhere to extant instructions on Bank's fair practice code for lending. The AT-BCs will refrain from any action that could damage the integrity and reputation of the Bank and observe strict customer confidentiality. AT-BC will also ensure that their employees adhere to the extant guidelines for collection of dues as stipulated in "Code of Bank's Commitment to customers" regarding the collection activities and should have undergone the stipulated hours of training and obtained relevant IIBF Certification.
- d) The AT-BCs will not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their recovery efforts.
- e) The AT-BCs should adhere to the Code of Conduct in letter and spirit failing which penal provisions including termination of arrangement would be attracted.
- f) A suitable Fidelity / Secrecy Undertaking ("**Schedule-D**") as prescribed by the Bank to be obtained from AT-BC.

## **35.2. Conflict of Interest:**

- 35.2.1.** Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the RFP Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Applicant's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Applicants & documents submitted under RFP and / or the Concession Agreement or otherwise.

**35.2.2.** Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the RFP Process, if: -

(a) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- (d) such Applicant has the same legal representative for purposes of this RFP as any other Applicant; or
- (e) such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the RFP of either or each other; or
- (f) such Applicant or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

**35.2.3.** For the purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

## **36. CORRUPT AND FRAUDULENT PRACTICES**

**36.1.** The Applicants and their respective officers, employees shall observe the highest standard of ethics during the RFP Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the

Applicant has, directly or indirectly, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the RFP Process.

- 36.1.1.** Applicants are obliged to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation.
- 36.2.** Without prejudice to the rights of the Bank under Clause 35(i) hereinabove, if an Applicant is found by the Bank to have directly or indirectly, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the RFP Process, such Applicant shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date if such Applicant is found by the Bank to have directly or indirectly, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices, as the case may be.
- 36.3.** For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them: -
- (a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the RFP Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the RFP Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the RFP Process); or (ii) engaging in any manner whatsoever, whether during the RFP Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has

been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the RFP Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the RFP Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”/ “Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (f) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

### **36.4. Debarment / Banning**

Engagement / participation of Applicants and their eligibility to participate in the Bank's procurements is subject to compliance of ethical practices and performance in contracts as per terms and conditions of contracts. Following grades of debarment from engagement / participation in the Bank's procurement process shall be considered against delinquent Applicants:

#### **a) Holiday Listing (Temporary Debarment - suspension):**

Whenever an Applicant is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When an Applicant is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues, which may justify holiday listing of the Applicant, are: -

- i. Applicants who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- ii. Repeated non-performance or performance below specified standards (including after sales services and maintenance services, etc.);
- iii. Applicants undergoing process for removal from empanelment / participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

#### **b) Debarment from participation including removal from empanelled list**

Debarment of a delinquent Applicant (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Applicant is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons, which may justify debarment and/or removal of the Applicant from the list of empaneled Applicants, are: -

- i. Without prejudice to the rights of the Bank under Clause 35 hereinabove, if an Applicant is found by the Bank to have directly or indirectly, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the RFP Process, such Applicant shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- ii. Applicant fails to abide by the terms and conditions or to maintain the required technical/operational staff / equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- iii. If Applicant ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- iv. Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- v. Banning by Ministry / Department or any other Government agency;
- vi. Other than in situations of force majeure, technically qualified Applicant withdraws from the procurement process or after being declared as successful Applicant: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- vii. If the Central Bureau of Investigation / CVC / C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- viii. Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- ix. Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- x. If there is strong justification for believing that the partners / directors / proprietor / employees of the firm / company have been guilty of

violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

xi. Banning from Ministry / Country-wide procurements: For serious transgression, a delinquent Applicant (including their related entities) may be banned / debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

### **37. VIOLATION OF TERMS**

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the AT-BC from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **38. AUTHORISED SIGNATORY**

The empaneled Applicant shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The empaneled Applicant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary / Director, authorizing an official or officials of the company or a Power of Attorney to discuss, sign agreements / contracts with the Bank. The AT-BC shall furnish proof of signature identification for above purposes as required by the Bank.

### **39. PRINCIPAL-TO-PRINCIPAL RELATIONSHIP**

**39.1.** The employees engaged by the AT-BCs shall be deemed to be the employees of AT-BC only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The AT-BC alone would comply with the statutory obligations and Labour Regulations / Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the



order except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal-to-principal basis.

- 39.2.** The AT-BC shall be responsible for payments of all statutory dues with respect to each of its personnel / employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc., and the proposed / future legislations concerning Codes on wages, industrial relations, social security and occupational safety, health & working conditions. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the AT-BC's personnel / employees. The AT-BC will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel / employees of under applicable labour legislations.

**40. GOODS AND SERVICES TAXES (GST), TAXES AND DUTIES AND TAX DEDUCTED AT SOURCE**

**40.1. GST:**

- a. Goods and Services Tax Law shall be applicable to the services provided by the AT-BCs. AT-BC shall have to follow GST Law as applicable.
- b. If AT-BC as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a AT-BC falls below a mandatory level, as decided from time to time, it may be relevant ground for cancellation of Contract.
- c. Bank shall deduct tax at source, if any, as per the applicable law of the land. The AT-BC shall pay any other taxes separately or along with GST, if any, attributed by the Government Authorities including municipal and local bodies or any other authority authorized in this regard.
- d. Terms of payment indicated in this RFP/ shall be final and binding on the Applicants and no interest will be payable by the Bank on outstanding amounts

under any circumstances.

- e. The Applicants should note that the Contract entered with the successful Applicant will be for a period of 1 year subject to annual review and, extendable at the Bank's sole discretion. However, the Bank will have the right, in its sole discretion to renegotiate the prices/terms and conditions at the end of the contract period.

**40.2. Taxes and Duties:**

- a. Income / Corporate Taxes in India: The AT-BC shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- b. All expenses, stamp duty and other charges / expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the AT-BC alone.

**40.3. Tax Deducted at Source:**

- a. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the AT-BC. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the prevalent rules, laws and regulations in force. Nothing in the Contract shall relieve the AT-BC from their responsibility to pay any tax that may be levied in India on income and profits made by the AT-BC in respect of this contract.
- b. The AT-BC's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the AT-BC shall perform such duties in regard to such deductions thereof as may be imposed on it by such laws and regulations.

## 41. OTHER TERMS AND CONDITIONS

- 41.1. The Bank reserves the sole and exclusive right, at its absolute discretion, to amend, modify, delete, make revisions or effect any change in the RFP. The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, if any, as it deems necessary in its sole discretion. The Bank will inform all Applicants about changes, if any, at the earliest.
- 41.2. The Bank may revise any part of the RFP, by providing a written addendum to all the short-listed Applicants at any stage till the award of the final contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date.
- 41.3. Applicants shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the **Deputy General Manager [ABU & GSS-OPS) State Bank of India, Corporate Centre, Ground Floor, Free Press Journal Marg, Nariman Point, Mumbai 400 021 (dgmabu.ops@sbi.co.in)** and should be received by the point of contact no later than RFP Response due date. Responses to inquiries and any other corrections and amendments will be communicated to all Applicants by electronic mail format.
- 41.4. The Applicants shall adhere to the terms of this RFP and shall not deviate from the same. The Bank reserves its right not to accept such deviations to the RFP terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.
- 41.5. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Applicant, the RFP shall be the governing document for arrangement between the Bank and the Applicant.
- 41.6. The terms and conditions as specified in the RFP and addendums, if any, thereafter will be final and binding on the Applicants. In the event the

Applicant is not willing to accept the terms and conditions of the Bank, the Applicant may, in sole discretion of the Bank, be disqualified.

- 41.7.** Any additional or different terms and conditions proposed by the Applicants would be rejected unless expressly assented to in writing by the Bank.
- 41.8.** All terms and conditions, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Applicants. The Applicant shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, expected service levels, time frame for implementation etc. as mentioned in this RFP.
- 41.9.** The Applicant shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned.
- 41.10.** The Bank would not assume any expenses incurred by the Applicant in preparation of the response to this RFP and also would not return the application and its documents to the Applicants.
- 41.11.** The Bank will not bear any costs incurred by the Applicant for any discussion, presentation, demonstrations, etc., on proposals or proposed contract or for any work performed in connection therewith.
- 41.12.** The AT-BC shall submit the Police Verification Report of the employees at the time of onboarding.
- 41.13.** Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Applicants for clarification of their offer. The Bank has the right to disqualify the Applicant whose clarification is found not suitable to the Project.
- 41.14.** Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. All details must be completely filled up. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not

adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

- 41.15.** Applicant presentation - Applicants are requested to be prepared to make presentations, if required. The Bank will communicate a date and time to all qualified Applicants any time after the last date for submission of applications.
- 41.16.** If the Bank is not satisfied with the specifications in any offer and observes major deviations, the applications of such Applicants will not be short-listed and will not be evaluated. No further discussions shall be entertained with such Applicants in respect of the subject.
- 41.17.** The Applicant is responsible for managing the activities of its personnel. The Applicant shall be vicariously liable for any acts, deeds or things done by their employees, which is outside the scope of power vested or instructions issued by the Bank. Applicant shall be the principal employer of the employees, No right of any employment shall accrue or arise, by virtue of engagement of employees by the Applicant, for any assignment under the Contract to be issued under this RFP. All remuneration, claims, wages, dues, etc., of such employees, etc., of Applicant shall be paid by Applicant alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Applicant's employee. The Applicant shall hold the Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Applicant's employees. However, the Applicant would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 41.18.** The Applicant needs to comply with the cyber security norms along with ISO / ISMS policies implemented by the bank. No freeware to be used by the AT-BC.

**41.19.** The Applicant shall solely be responsible for all payments (including any statutory payments) to its employees and ensure that at no time shall its employees hold themselves out as employees of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Applicant alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Applicant will make all required payments and deposits of taxes in a timely manner.

**41.20.** AT-BC should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank.

#### **42. BUSINESS CONTINUITY PLAN AND DISASTER RECOVERY PLAN**

**42.1.** Empaneled AT-BC shall develop and establish a robust framework for documenting, maintaining and testing Business Continuity and Recovery procedures. AT- BC shall periodically test the Business Continuity and Recovery plan and if considered necessary both Bank and AT-BC shall jointly do the same.

**42.2.** Empaneled AT-BC agrees to prepare and produce within one month of execution of SLA document a '**Business Continuity and Disaster Recovery Plan**' for the purposes of ensuring continued rendering of services undertaken by the AT- BC to the Bank. AT-BC agrees to make necessary changes to the Business Continuity and Disaster Recovery Plan or Contingency Plan as per instructions/directions given by the Bank after examination of the plan submitted by the AT-BC.

#### **43. SERVICE LEVEL AGREEMENT (SLA)**

The empaneled AT-BC will execute a Service Level Agreement with the Bank on the prescribed format as per **Annexure -17**.

#### **44. COMPLIANCE WITH “IS” SECURITY POLICY**

The AT-BC shall have to comply with Bank’s “IT & IS Security Policy” in key concern areas relevant to the RFP, details of which will be shared with the finally empaneled Applicant. Some of the key areas are as under: -

- a. Responsibilities for data and application privacy and confidentiality.
- b. Responsibilities on system and software access control and administration.
- c. Custodial responsibilities for data, software, hardware and other assets of the Bank.
- d. Physical Security of the facilities.
- e. Physical and logical separation from other customers of the AT-BC.
- f. Incident response and reporting procedures.
- g. Password Policy of the Bank.
- h. Data Encryption / Protection requirements of the Bank.
- i. In general confidentiality, integrity and availability must be ensured.

#### **45. EXEMPTION OF EMD AND TENDER FEE:**

Applicants should submit “ EMD Security Declaration “ as per Annexure-11

45.1.

#### **46. Notices:**

Any notice given by one party to the other pursuant to this RFP / contract shall be sent to other party in writing or by e-mail and confirmed in writing to other Party’s address. The notice shall be effective when delivered or on the notice’s effective date whichever is later.

#### **47. Transition Clause:**

In the event of failure of the Applicants to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the services contracted with another Applicant. In such case, the Bank shall give prior notice to the existing empanelled Applicants. The existing empanelled Applicant shall continue to provide services as per the terms of contract until a ‘New AT-BC’ completely takes over the work. During the transition phase, the existing empanelled Applicant shall render all reasonable assistance to the new

AT-BC within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the empanelled Applicant is in breach of this obligation, they shall be liable for paying penalty of 10% of Contract Value on demand to the Bank, which may be settled from the payment of invoice for the contracted period. Such penalty would be without prejudice to the bank's other rights under the contract/RFP.

**48. Terms of Payment:**

- 48.1.** The AT-BC will submit invoices on the completion of the activity for necessary settlement every month. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents.
- 48.2.** The Tax and GST component shall be payable by AT-BC as applicable and as per actuals.
- 48.3.** The bank will make the payment within the period of 30 days after receiving the bill from the AT-BC subject to applicable TDS.

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**Covering Letter to Application/Proposal Form  
[On entity's letter head]**

Date: \_\_\_\_\_

Offer Reference No. \_\_\_\_\_

To:

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021

**Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_**

Having examined the RFP / offer documents including all Annexures, and subsequent pre-Bid clarifications / modifications / revisions, if any, furnished by the Bank, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Application/proposal for providing services of AT- Business Correspondent for sourcing, servicing and collection of Agri & Micro loans through Mobile App / Web Portal through tech-enable solutions. We shall abide by the terms and conditions spelt out in the RFP.

**2. While submitting this Application, we certify that:**

- i. The undersigned is authorized to sign on behalf of the Applicant and the necessary support document delegating this authority is enclosed to this letter.
- ii. We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- iii. We have not induced or attempted to induce any other Applicant to submit or not to submit an Application for restricting competition.

- iv. The disclosure made under the application are not in breach or violation of any other agreement entered into with any third party.
3. The Details and Key commercials of our company are detailed in **Part 2** of this Application.
4. If our Application is accepted, we undertake to perform services as specified in the RFP within the stipulated timelines.
5. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as available at "**Annexure-17**" in the RFP.
6. Until a formal contract is executed as per Annexure -17 of the RFP, this Application, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
8. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the RFP process, or to any person, organization or third party related to the contract in exchange for any advantage in the evaluation, contracting and implementation of the contract.
9. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the RFP process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Applicant from further RFP process.
10. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Application.

- 11.** It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 12.** We understand that you may cancel the RFP process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the Application of the Applicant scoring the highest marks in the evaluation process and you may reject all or any Application without assigning any reason or giving any explanation whatsoever.
- 13.** We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- 14.** If our Application is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form (Annexure-17 of the RFP) and we shall be responsible for the due performance of the contract.
- 15.** The name(s) of successful Applicants to whom the contract is finally awarded after the completion of RFP process shall be displayed on the website of the Bank and/or communicated to the successful Applicant(s).
- 16.** We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or

adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the services or which relates to a grave offence that outrages the moral sense of the community.

- 17.** We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 18.** We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees or any key Managerial Personnel.
- 19.** We hereby certify that on the date of submission of Application for this RFP, we do not have any past / present litigation which adversely affect our participation in this RFP or we are not under any debarment / blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank / Public Sector Undertaking/ State or Central Government or their agencies/departments.
- 20.** We hereby certify that on the date of submission of Application, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.
- 21.** We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from an Applicant of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

- 22.** We hereby certify that none of ours and/or our partner's / Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement / Services Contract within a period of two years preceding the date of RFP. If an Applicant chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the AT-BC and invoke Bank Guarantee / Fixed Deposit at its discretion.
- 23.** We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of one month, any time during the contract period and no commercials for the service, will be paid by the Bank, subsequent to withdrawal of service.
- 24.** If our offer is accepted, we will provide security deposit in the form of fixed deposit or Bank Guarantee of a scheduled Commercial Bank other than SBI for a sum of 10,00,000/- (Rupees Ten Lakhs only).
- 25.** We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

For (Entity name) with stamp

Signature

(Name of Signatory)

Designation:

Date: Note: Company to provide copy of the board resolution authorizing the signatory to sign the offer documents.

**Application /Proposal form**

**Instructions:** Use additional sheets wherever necessary. Strike out whichever is not applicable.

**I: GENERAL INFORMATION**

|                                                                                                                      |           |
|----------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Name of the Entity</b>                                                                                            |           |
| <b>Entity Status (Constitution)</b>                                                                                  |           |
| <b>Current Activity</b>                                                                                              |           |
| <b>Name of Key Promoter / Director</b>                                                                               |           |
| <b>Registered address</b>                                                                                            | Pin Code: |
| <b>Address for Correspondence</b>                                                                                    | Pin Code: |
| <b>Telephone Number</b>                                                                                              |           |
| <b>E-mail id</b>                                                                                                     |           |
| <b>Website Address</b>                                                                                               |           |
| <b>Contact Person's Name</b>                                                                                         |           |
| <b>Phone Number</b>                                                                                                  |           |
| <b>E-mail id</b>                                                                                                     |           |
| <b>Objectives</b>                                                                                                    |           |
|                                                                                                                      |           |
| <b>Geographical spread<br/>(Villages, District, Blocks, Taluk / Municipalities and States in India where active)</b> |           |
|                                                                                                                      |           |

**II. SPECIFIC INFORMATION**

Details of the Key Promoter(s)/Director(s):

| Sr. No. | Name | Designation | Educational Qualification | Period of association | Other affiliations if any |
|---------|------|-------------|---------------------------|-----------------------|---------------------------|
| 1.      |      |             |                           |                       |                           |
| 2.      |      |             |                           |                       |                           |

**III. Key Financial Indicators:**

(Numbers actual and amount Rs in Crore)

| Indicator          | 31.03.2018 | 31.03.2019 | 31.03.2020 |
|--------------------|------------|------------|------------|
| Turnover           |            |            |            |
| Tangible Net worth |            |            |            |
| Net Profit         |            |            |            |

**IV. Existing Credit facilities, if any:**

| S. No.       | Type of Facility      | Type of Arrangement/<br>Name of the Banker to be mentioned |                  |            | Sanctioned Amount | Outstanding (31.03.21) | IRAC Status (31.03.21) |
|--------------|-----------------------|------------------------------------------------------------|------------------|------------|-------------------|------------------------|------------------------|
|              |                       | Sole                                                       | Multiple Banking | Consortium |                   |                        |                        |
| <b>A</b>     | <b>Fund Based</b>     |                                                            |                  |            |                   |                        |                        |
| 1.           | Cash Credit           |                                                            |                  |            |                   |                        |                        |
| 2.           | Term Loan             |                                                            |                  |            |                   |                        |                        |
| <b>B</b>     | <b>Non-Fund Based</b> |                                                            |                  |            |                   |                        |                        |
| 1.           | Letters of Credit     |                                                            |                  |            |                   |                        |                        |
| 2.           | Bank Guarantee        |                                                            |                  |            |                   |                        |                        |
| <b>Total</b> |                       |                                                            |                  |            |                   |                        |                        |

(Rs in Crores)

## V. External Rating (RBI approved rating agencies)

| Sr. No | Name of the Rating agency | Current Rating |                              |                    | Previous Rating |                              |                    |
|--------|---------------------------|----------------|------------------------------|--------------------|-----------------|------------------------------|--------------------|
|        |                           | Rating         | Period considered for Rating | Period of Validity | Rating          | Period considered for Rating | Period of Validity |
| 1.     |                           |                |                              |                    |                 |                              |                    |
| 2.     |                           |                |                              |                    |                 |                              |                    |

## VI. Tech-enabled services offered:

| Sr. No. | Tech enabled services offered |
|---------|-------------------------------|
| 1.      |                               |
| 2.      |                               |

## VII. Details of Clients:

| Sr. No. | Name of the client | Product / Services offered | Period of association |
|---------|--------------------|----------------------------|-----------------------|
| 1.      |                    |                            |                       |
| 2.      |                    |                            |                       |

## VIII. Technical know-how/capabilities (Please tick):

|                                                                                                                                                                                                                                 | Outsourced<br>( )   | In-house<br>capability<br>( ) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------|
| <b>Tech enabled solutions include</b> (New Age digital tools such as Artificial Intelligence (AI), Block Chain, IoT (Internet of Things), Big Data Analytics and Machine Learning powered capabilities (Automation Tools, etc.) | <b>Description:</b> |                               |



**IX. Customer grievance handling mechanism (Escalation matrix to be detailed):**

|  |
|--|
|  |
|--|

**X. OTHERS**

|                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Do you work with any other Bank? If so, nature of work undertaken?</p>                                                               |
| <p>2. Are you partially / fully controlled by anyone who is any officer / Director of SBI or related to any officer / Director of SBI:</p> |

|                                  |
|----------------------------------|
| <p>3. Any other information:</p> |
|----------------------------------|

**XII. SWORN STATEMENT BY THE AUTHORISED SIGNATORY**

I, the undersigned, being the person responsible, certify that:

- (i) The information given in this application form is true and correct to the best of my knowledge and belief;
- (ii) The entity does not fall under anyone of the undernoted categories:
  - a) Is bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any

situation arising from a similar procedure provided for in national legislation or regulations;

- b) Has been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata* (i.e., against which no appeal is possible);
- c) Is guilty of grave professional misconduct proven by any means which the Award Partners and Jury can justify;
- d) Has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provision of India;
- e) Has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- f) It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Application;
- g) We understand that you are not bound to accept any Application you may receive and you may reject all or any Application without assigning any reason or giving any explanation whatsoever;
- h) We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Applicant from further application process;
- i) I am fully aware that any false declaration will lead to the exclusion of the entity from the selection process.

|                                     |  |
|-------------------------------------|--|
| <b>Name:</b>                        |  |
| <b>Designation / Position held:</b> |  |
| <b>Signature:</b>                   |  |
| <b>Date and Place:</b>              |  |
| <b>Seal / Stamp:</b>                |  |

**CHECKLIST FOR ENCLOSURES**

1. Audited Financial Statements for the year ending of March (last 3 years).
2. Annual Report for the last 3 years (if printed).
3. One copy of photograph (passport size) of Promoter(s)/Director(s).
4. Copies of the certificate of registration authorized by an independent authority.
5. Rating report (if rating has been done).

**Eligibility Criteria**

Applications meeting the following criteria are eligible to submit their applications along with supporting documents. If the application is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

| <b>S. No</b> | <b>Eligibility conditions</b>                                                                                                                                                                                                                                                                                                       | <b>Document proof to be submitted</b>                                                                                                                                                                                                                                                             |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a            | Applicant should be<br><b>a.</b> Company registered under the Indian Companies Act, 1956 / 2013 in India; or<br><b>b.</b> Limited Liability Partnerships (LLPs) registered under Limited Liability Partnership Act, 2008, offers tech enabled solutions and regulated as per the laws of India.                                     | Certification of incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.<br><br>ID Proof of Partners<br>Address Proof of Partners<br>Designated Partner (DP)<br>and Address Proof of Registered Office Address. |
| b            | Applicant should not be a defaulter of any Bank / Financial Institution                                                                                                                                                                                                                                                             | Self -Declaration and certified by Chartered Accountant.                                                                                                                                                                                                                                          |
| c            | “Tech-enabled “ ((New Age digital tools such as Artificial Intelligence <b>(AI)</b> , Block Chain, <b>IoT</b> (Internet of Things), Big Data Analytics and Machine Learning powered capabilities <b>(Automation Tools, etc.)</b> entities having experience in providing one or more or all services related to Agri & Micro loans. | Certificate from Chartered Accountant.                                                                                                                                                                                                                                                            |
| d            | Applicant should have interface through mobile app and web portal.                                                                                                                                                                                                                                                                  | Applicant should specifically confirm on their letter head duly signed by Authorised Signatory                                                                                                                                                                                                    |
| e            | (a) Promoters /Company should not have been blacklisted by Financial Institution or Banks / NBFCs / Public sector undertaking /any regulatory body, etc., IBA, RBI, TRAI, DOT or regulator of any other country / State or Central Government or their agencies                                                                     | Declaration by the Applicant (confirmation on their letter head in this regard as per Annexure-13)                                                                                                                                                                                                |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>/departments on the date of submission of application for this RFP.</p> <p>In case of merger /acquisition /purchase /takeover, this clause would be applicable to both the organizations, i.e. in case any one of the organizations is blacklisted, then the same would be applicable to both organizations.</p> <p>(b) Any instance of non - completion of the work or termination of SLA by any entity due to nonperformance of the Applicant for the reasons attributable to the Applicant or their respective partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of Applicant and its partner and such Applicants shall not be considered eligible for implementation of the project.</p> |                                                                                                                                                                                                  |
| f | The company should have GST registration certificate, E.S.I.C, P.F. and applicable labour law registration /licenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | A copy of PAN/TAN/VAT/Service Tax /GST Registration No (Whichever applicable) in the name of Applicant compliance /self - certificate / licenses should be furnished along with the application. |
| g | The company should not be under declaration of ineligibility for corrupt and fraudulent practices issued by the Application Authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | As per Annexure-13 (Affadavit-1)                                                                                                                                                                 |
| h | The Memorandum / Bye-Laws / Constitution of Applicant should permit to undertake the Business Correspondent business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Certificate duly signed by CA/CS as per Annexure-15                                                                                                                                              |
| l | The past / present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Brief details of litigation, disputes, if any are to be given on Company's letter head duly signed by Authorised Signatory.                                                                      |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                 |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| J | The Applicant should have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order, issued by any of the Departments of SBI as on the date of Bid submission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Applicant should specifically confirm on their letter head duly signed by Authorised Signatory. |
| k | The Applicant should agree to the terms and conditions of Service Level Agreement as per Annexure-17 should they become the successful Applicant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Applicant should specifically confirm on their letter head duly signed by Authorised Signatory. |
| l | <p>Applicant should not be owned or controlled by director or officer /employee of the Bank or a relative having the same meaning under Section 8 of the Companies Act of 1956 or such person (s) "relative" with reference to any person, means anyone who is related to another, if ---</p> <p>(i) they are members of a Hindu Undivided Family<br/> (ii) they are husband and wife: or<br/> (iii) one person is related to the other in such manner as may be prescribed vide Rule 4 of the Companies (specification of definition details) Rules, 2014 definition of Relative is further expanded as under: -</p> <p>Father (including step-father) / Mother (including step-mother) / son (including step-son) / Son's wife / daughter / daughter's husband /brother (including step-brother) /sister (including step-sister)</p> | Self-Declaration and Certified by Chartered Accountant                                          |
| m | Companies with loan collection mechanism in place, will be given preference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Applicant should specifically confirm on their letter head duly signed by Authorised Signatory  |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum Eligibility criteria would disqualify the Applicant from the RFP process. If an Applicant is finally empaneled and at any stage during the term of the contract, if bank finds the false certification for meeting the minimum eligibility criteria, or Applicant is not eligible as per the minimum eligibility and evaluation criteria, Bank may debar / expel and blacklist the Applicant and reassign the orders to other Applicants and Bank has right to invoke our Bank Guarantee.

**Eligibility criteria mentioned at Sl. No. II in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Applicant to note the following:**

- i. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the application.
- ii. If all these conditions are not fulfilled or supporting documents are not submitted with the application, then all those applications will be summarily rejected, and no queries will be entertained.

**Signature (Authorised Signatory)**

**(Name)**

**Designation:**

**Date:**

**Seal/Stamp**

**Evaluation and Assessment Matrix for on-boarding of AT- BCs.**  
**(AT-BC SCORE CARD)**

(Parameter information will be reckoned as on 31.03.2021)

|        |                              |                                                                                                                                     |    |           |
|--------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| 1      | Reputation & Market standing | <b>(i) Strength of staff- on roll and contractual for outreach activities</b>                                                       |    | <b>10</b> |
|        |                              | a. > 25                                                                                                                             | 10 |           |
|        |                              | b. 16-25                                                                                                                            | 7  |           |
|        |                              | c. 10-15                                                                                                                            | 5  |           |
|        |                              | <b>(ii) Experience as an AT-BC in providing Agri &amp; allied solutions (from the date of incorporation)</b>                        |    | <b>10</b> |
|        |                              | a. > 5 years                                                                                                                        | 10 |           |
|        |                              | b. 4-5                                                                                                                              | 7  |           |
|        |                              | c. 2-3                                                                                                                              | 5  |           |
|        |                              | <b>(iii)Number of business relationships with Financial Institutions- Banks / Small Finance Banks / NBFCs / MFIs or Corporates.</b> |    | <b>5</b>  |
|        |                              | a. > 5 entities                                                                                                                     | 5  |           |
| b. 3-5 | 3                            |                                                                                                                                     |    |           |
| c. 1-2 | 2                            |                                                                                                                                     |    |           |
| 2      | Financial soundness          | <b>(i)Number of farmers / customers / users onboarded- direct (B2C) or indirect (B2B) engagement</b>                                |    | <b>10</b> |
|        |                              | a. > 7,500                                                                                                                          | 10 |           |
|        |                              | b. >5,000 - 7,500                                                                                                                   | 7  |           |
|        |                              | c. 2,500- 5,000                                                                                                                     | 5  |           |
|        |                              | <b>(ii)Total equity raised (including Start-up funding / Angel Investors / Risk capital received)</b>                               |    | <b>5</b>  |
|        |                              | a. > Rs. 5 Cr                                                                                                                       | 5  |           |
|        |                              | b. > Rs 2 Cr -Rs 5 Cr                                                                                                               | 3  |           |
|        |                              | c. Rs.50 lakh – Rs 2 Cr.                                                                                                            | 2  |           |
|        |                              | <b>(iii)Annual Turnover (As per last Audited Accounts)</b>                                                                          |    | <b>10</b> |
|        |                              | a. > Rs. 7 Cr                                                                                                                       | 10 |           |
|        |                              | b. >Rs 5 Cr -Rs 7 Cr                                                                                                                | 7  |           |
|        |                              | c. >Rs.2 Cr – Rs 5 Cr.                                                                                                              | 5  |           |
|        |                              | d. Rs 1 Cr-Rs 2 Cr.                                                                                                                 | 3  |           |



|              |                                           |                                                                                                                                                                      |    |            |
|--------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|
| 3            | Management and Corporate Governance       | <b>(i) Presence of Board Observer / Nominee Director / Independent Full-time Director (any one of such Director /Observer/ Nominee having undernoted experience)</b> |    | <b>10</b>  |
|              |                                           | a. > 10 years                                                                                                                                                        | 10 |            |
|              |                                           | b. > 5-10                                                                                                                                                            | 7  |            |
|              |                                           | c. 2- 5                                                                                                                                                              | 5  |            |
|              |                                           | <b>(ii) Association of Advisor representing the Sector with the Agritechs</b>                                                                                        |    | <b>10</b>  |
|              |                                           | a. > 5 years                                                                                                                                                         | 5  |            |
|              |                                           | b. > 3-5                                                                                                                                                             | 3  |            |
|              |                                           | c. 1-3                                                                                                                                                               | 2  |            |
| 4            | Ability to implement technology solutions | <b>(i) Volume of digital engagement (transactions / hits on web portal / app, etc.) / annum.</b>                                                                     |    | <b>6</b>   |
|              |                                           | a. >20,000                                                                                                                                                           | 6  |            |
|              |                                           | b. >10,000 to 20,000                                                                                                                                                 | 4  |            |
|              |                                           | c. 5,000- 10,000                                                                                                                                                     | 2  |            |
|              |                                           | <b>(ii) Mobile App rating</b>                                                                                                                                        |    | <b>4</b>   |
|              |                                           | a. 4.50 to 5.00                                                                                                                                                      | 4  |            |
|              |                                           | b. 4.10 to 4.50                                                                                                                                                      | 3  |            |
|              |                                           | c. 3.00 to 4.00                                                                                                                                                      | 2  |            |
|              |                                           | <b>(iii) Digital loan collection mechanism in place</b>                                                                                                              |    | <b>10</b>  |
| a. Yes       | 10                                        |                                                                                                                                                                      |    |            |
| b. No        | 0                                         |                                                                                                                                                                      |    |            |
| 5            | Information Technology Standards          | <b>(i) Mean Time To Recovery (MTTR) (How long does it take the organization to recover from service system failure?)</b>                                             |    | <b>10</b>  |
|              |                                           | a. < 4 hours                                                                                                                                                         | 10 |            |
|              |                                           | b. > 4-12 hours                                                                                                                                                      | 8  |            |
|              |                                           | c. >12- 18 hours                                                                                                                                                     | 6  |            |
|              |                                           | d. >18-24 hours                                                                                                                                                      | 4  |            |
| <b>Total</b> |                                           |                                                                                                                                                                      |    | <b>100</b> |

A minimum qualifying score under the empanelment criteria is stipulated at 50 out of 100

**Annexure-4**

**AT-BC Remuneration – Subject to change as decided by the Bank**

- A.** In line with RBI guidelines, the agreement with AT- BCs will specifically prohibit them from charging any fee to the customers directly for services contracted & rendered by them on behalf of the Bank.
- B.** The commission structure or incentive mechanism will be devised based on the nature of activity and range of the services provided / undertaken by AT-BCs in the geographies which will be determined by Bank from time to time.

**C. Commission:**

- i. The commission up to a maximum of 2.00% (based on evaluation and negotiation between Bank & each empaneled AT-BC) of loan amount disbursed shall be payable to AT-BCs depending on the range of services offered by them and based on the factors like enhanced quality or improved range of services, alignment with Bank's lending priorities, etc.
- ii. The structure of commission payable will be decided & revised, periodically and solely by the Bank, based on eco-system evolving and benefits accruing to the bank. The approved structure of commission will be advised to AT- BCs, in case of any revision from time to time.

**D. Terms of Payment:**

- i The AT- BC will submit invoices on the completion of the activity for necessary settlement every month. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents.
- ii AT-BC remuneration is inclusive of GST.
- iii The bank will make the payment within the period of 30 days after receiving the bill from the AT- AT-BC after deduction of applicable TDS.

**Scope of Activities / Work**

The scope of activities to be undertaken by the AT- BCs will include:

The AT-Business Correspondents (BCs) Model envisages the scope of activities covering sourcing, servicing and collection of Agri & micro loan services, operating from different locations in Urban / Semi-Urban / Rural Centers in India.

Brief details of Scope of activities / work are as follows: -

1. **Loan origination:** Identification of Applicants, collection of Applicant details & its initial screening like KYC documents, land record particulars, crop details, eligibility activities and pre- due diligence. (KYC authentication process will be the responsibility of Bank as per the regulatory norms). Sourcing of leads by AT-BCs shall be done only for New customer acquisition and New Loans to the existing borrowers.
2. Collection of loan applications, verification of income, verification of primary information / secondary data available from public site.
3. Submission of loan applications to branches. In case of end to end digitized process, uploading and validation will be done through API integration with the Bank and eligibility checked with rule engine.
4. First level advisory credit underwriting by Agritechs (those who have inbuilt rule engine software for the eligibility check)

(However, decision to sanction or otherwise will be based only on Bank's appraisal /credit underwriting model while processing loans. In due course, on adequate experience being gained, adoption of credit underwriting rule engine of Agri techs may be examined by the Bank subject to Bank's internal instructions &approvals.).

5. Promoting, nurturing and monitoring of Self Help Groups / Joint Liability Groups / Credit Groups / others.
6. Geo-tagging of farms.
7. Loan information dashboard.
8. Collateral management services
9. Assaying services of commodities for financing against the pledge of warehouse receipts.
10. Market intelligence

11. Providing technical assistance to farmers
12. Capacity building of farmers
13. Providing access to farm inputs, facilitation of market linkages
14. Facilitation of Agri value chains
15. Digital mode of collection of sale proceeds of farm produce / milk, etc.
16. Post-sanction monitoring services (Tractor RC book collection, Insurance, etc.,
17. Follow -up, tracking & monitoring of collections.
18. MIS Reports / Dashboard for loan collection
19. Collection of principal / interest. (facilitation of routing the sale / collection proceeds directly through loan accounts, digital collection of instalments /lumpsum, etc.)
20. No cash collection is allowed to be handled /undertaken by AT-BCs.
21. Any other service on behalf of the Bank duly authorized by the appropriate authority.

**Non-Disclosure Agreement**

THIS AGREEMENT made and entered into at Mumbai on this .....day of .....2021 between STATE BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai – 400 021, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

**AND**

..... Company registered under the Indian Companies Act, 1956 / 2013 in India and Limited Liability Partnerships (LLPs) registered under Limited Liability Partnership Act,2008 , offers tech enabled solutions and regulated as per the laws of India with its registered office at ..... and its local office at .....  
... .. Hereinafter called the "**Entity / AT-BC**" which term shall wherever the context so require includes its successors and assigns,  
WITNESSETH:

**WHEREAS,**

The Bank is engaged in the business of banking and has engaged Agritech Business Correspondents for sourcing, servicing and collection of Agri & Micro loans to farmers across various locations in India.

The Bank has short-listed the entity after completion of application process for the entire gamut of services as given under scope of work in the RFP.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

### **1. Confidential information-**

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The Firm may use the information solely for and in connection with the purpose the information was conveyed.

### **2. USE OF CONFIDENTIAL INFORMATION**

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents / provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

### **3. EXEMPTIONS**

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the receiving party (i.e. the party receiving the information) at

the time of the disclosure without an obligation of confidentiality;

Is or becomes publicly known through no unauthorized act of the receiving party;

Is rightfully received from a third party without restriction and without breach of this agreement;

- a. Is independently developed by the Receiving party without use of the other party's confidential information and is so documented;
- b. Is disclosed without similar restrictions to a third party by the Party owning the confidential information;
- c. Is approved for release by written authorization of the disclosing party; or
- d. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

#### **4. TERM**

This agreement shall be effective from the date of the execution of this agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof;

The obligations of the Firm respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

#### **5. TITLE AND PROPRIETARY RIGHTS**

Notwithstanding the disclosure of any confidential information by the Firm, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

## **6. RETURN OF CONFIDENTIAL INFORMATION**

Upon written demand of the Bank, the firm shall;

- (i) cease using the confidential information,
- (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice, and
- (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

## **7. REMEDIES**

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

## **8. AGREEMENT TO BE CONSTRUED AS FINAL DOCUMENT**

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

## **9. INDEMNITY**

The party agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The party agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the party would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto)



that the Bank may incur or suffer any damage to its property or reputation or otherwise on account of such a breach committed by the party, as part of the assignment or other related jobs entrusted and done by the party. The party agrees that the amount of compensation as decided by the Bank will be final.

The party agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

#### **10. SEVERABILITY**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

#### **11. DISPUTE RESOLUTION MECHANISM**

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement the parties has to seek appropriate relief with the Competent Courts located at Mumbai. The Courts at Mumbai shall have exclusive jurisdiction in this regard.

#### **12. JURISDICTION**

The parties to this agreement shall submit to the jurisdiction of courts in Mumbai.

#### **13. GOVERNING LAWS**

The laws of India shall govern the provisions of this agreement.

In witness, whereof the parties hereto have set their hands through their authorized signatories.

**14. NON-DISCLOSURE INFORMATION**

The Successful Applicant shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the Applicant in the performance of the work assigned to them.

Signatures FIRM/ COMPANY

Signatory Name and Designation

Date

**PRE-CONTRACT- Integrity Pact**  
**(TO BE STAMPED AS AN AGREEMENT)**

This pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of \_\_\_\_\_ 2021 Between

State Bank of India hereinafter referred to as "The Principal",  
And..... hereinafter referred to as "The Applicant"

The Principal intends to empanel AT-BCs for sourcing, servicing and collection of Agri & Micro loans through Mobile App/ Website with tech-enabled solutions. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Applicant(s).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a. Enabling the Principal to obtain the desired service in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- b. Enabling Applicants to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Applicants will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Section 1 - Commitments of the Principal**

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

- a. No employee of the Principal, 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 Principal will, during the tender process treat all Applicant(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Applicant the same information and will not provide to any Applicant(s) confidential / additional information through which the Applicant(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

### **Section 2 - Commitments of the Applicant(s)**

1. The Applicant(s) commit themselves to take all measures necessary to prevent corruption. The Applicant commits itself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Applicant(s) will not, directly or through any other person or firm, offer,

promise or give to any of the Principal's employees involved in the tender process or 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 of any kind whatsoever during the tender process or during the execution of the contract.

- b.** The Applicant(s) will not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of applications or any other actions to restrict competitiveness or to introduce cartelization in the application process.
  - c.** The Applicant(s) will not commit any offence under the relevant IPC / PC Act; further the Applicant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d.** The Applicant(s) of foreign origin shall disclose the name and Address of the Agents / representatives in India, if any. Similarly, the Applicant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Applicant(s). Also, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" to be complied with.
  - e.** The Applicant(s) will, when presenting their application, disclose any and all payments they have made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.** The Applicant(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 Applicant(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Applicant(s) from the tender process or take action as per the procedure mentioned in the RFP.

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

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

### **Section 6 – Equal treatment of all Applicants / Subcontractors**

1. The Applicant(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.
3. The Principal will disqualify from the tender process all Applicants who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Applicant(s)**

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

### **Section 8 - Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Applicants as confidential.
3. The Applicant(s) accepts that the Monitor has 'the right to access without restriction to all documents of the Principal including that provided by the Applicant. The Applicant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documents. The Monitor is under contractual obligation to treat the information and documents of the Applicant(s) with confidentiality.
4. The Principal 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 Principal and the Applicant. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the authority designated by the Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the authority as designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the said authority has not, within 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.
8. The word "Monitor" would include both singular and plural.
9. The Bank has appointed Independent Monitor (hereinafter referred as Monitor) for this pact in consultation with the Central Vigilance Commission (CVC).

**Names and Addresses of the Monitors:**

|             |                       |                         |
|-------------|-----------------------|-------------------------|
| Name        | Dr. Parvez Hayat      | Ms. Minnie Mathew       |
| Cadre       | IPS (Retd.)           | IAS (Retd.)             |
| Contact No. | Mobile No. 9810134469 | Mobile No. 9951035888   |
| E-mail ID   | phayatips@gmail.com   | Minniethew635@gmail.com |

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is Mumbai.



## 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the engaged Applicant 24 months after the contract has been awarded and for all other Applicants 6 months after the completion of process.

## Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the office of the Agri Business Unit & GSS, FI & MM vertical, State Bank of India, Corporate Centre, Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. 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.
4. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

Authorized Signatory

**Acknowledgement Letter**

Date:

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021

Dear Sir,

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer the application for Business Correspondent as detailed in this RFP.

2. While submitting this Application, we certify that:

- The undersigned is authorized to sign on behalf of the APPLICANT and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

3. If our offer is accepted, we undertake to start operation within a period of one month, as specified in this document.

4. We agree to abide by all the Application terms and conditions and contents of various Annexures of this document.

5. Until a formal contract is prepared and executed, this Application, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the application process, or to any person, organization or third party related to the contract in exchange for

- any advantage in the application, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Applicant from further application process.
  9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Application document. We also agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure-17 of this RFP.
  10. It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Application.
  11. We understand that SBI is not bound to accept any Application it may receive and Bank may reject all or any Application without assigning any reason or giving any explanation whatsoever.
  12. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
  13. If our Application is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
  14. We hereby certify that on the date of submission of Application for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also hereby certify that we are not defaulters of any bank/financial institutions against the loans/advances granted to us by them.
  15. We hereby certify that on the date of submission of Application, we do not have any Service Level Agreement pending to be signed with SBI or any other Bank for more than 6 months from the date of issue of work order.
  16. The application process will be finalized by the Bank based on the parameters given in the application and Bank's decision in this regard will be final and binding on us.

17. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this ..... day of ..... 2021

\_\_\_\_\_ (Signature) (Name)

*(In the capacity of)*

Duly authorized to sign Application for and on behalf of

\_\_\_\_\_

**Firm/Entity – Seal/Stamp**

**Note: Entity to provide copy of the board resolution authorizing the signatory to sign the application.**

**Annexue-9**

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Delhi Stamp Act, whichever is higher.**

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To:

Date:

Dear Sir,

**Ref: RFP No. ABU&GSS /OPS/ FIMM/2021-22/2 Dated 04.09.2021**

**Applicant Name:**

We, \_\_\_\_\_ are a Private /Public limited company / LLP / (<strike off whichever is not applicable) registered under the Indian Companies Act, 1956 / 2013 in India / Limited Liability Partnerships (LLPs) registered under Limited Liability Partnership Act,2008 offers tech enabled solutions and regulated as per the laws of India.<strike off whichever is not applicable>, having its registered office at \_\_\_\_\_ hereinafter referred to as "Applicant" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from an Applicant of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Applicant is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Applicant if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Signature and Seal of the Applicant

Note: Where applicable, evidence of valid registration by the Competent Authority shall

be attached.

**Annexure-10**

**Details of existing contracts/engagements if any**

| <b>S. No.</b> | <b>Govt./Institution</b> | <b>Contract details</b> | <b>No. of Retail Points</b> | <b>Total</b> |
|---------------|--------------------------|-------------------------|-----------------------------|--------------|
|               |                          |                         |                             |              |
|               |                          |                         |                             |              |
|               |                          |                         |                             |              |
|               |                          |                         |                             |              |

**Bank Guarantee Format**  
**(To Be Stamped As An Agreement)**

THIS BANK GUARANTEE AGREEMENT executed at .....this.....day of ..... 2021 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at------(procuring office address),hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

1. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_

(hereinafter referred to as "Service Provider/ Service provider" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide Business Correspondent Services (hereinafter referred to as —Services") to SBI in accordance with the Request for Proposal (RFP) Application No. ABU &GSS /FIMM/2021-22/1 dated xx xx xxxx

2. WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of 1 year, subject to the terms and conditions of this RFP.
3. WHEREAS, in accordance with terms and conditions of the RFP/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP /Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
4. WHEREAS, the Bank Guarantee is required to be valid for a total period of...60..... months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. \_\_\_\_\_ /- (Rupees only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. \_ /- (Rupees only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the name of the Guarantee issuing Bank) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.



- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise.
- (v) This guarantee shall be a continuing guarantee during its validity period.
- (vi) This Guarantee shall remain in full force and effect for a period of 5 years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in MUMBAI, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid up to \_\_\_\_\_  
**(DATE OF EXPIRY OF BG plus ONE YEAR CLAIM PERIOD FROM THE DATE OF EXPIRY).**
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_.

Yours faithfully,

For and on behalf of Bank

Authorised Official

**ANNEXURE-11**

**FORMAT OF EMD SECURITY DECLARATION FROM APPLICANT**  
**IN LIEU OF EMD**  
**(On Applicant Letter head)**

**( As per Gol , Ministry of Finance, Dept of Expenditure, Procurement Policy division vide their Letter No. F-19/4/2020-PPD dated 12<sup>th</sup> November, 2020)**

i/We the authorized signatory of the M/s-----, participating in the subject RFP No . ..... for the item / job of ..... , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject RFP and no EMD being deposited for the said RFP.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Fixed Deposit or Bank Guarantee within the given timeline Or I/we commit any breach of RFP Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of State Bank of India for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of Applicant

Name of Authorized Signatory .....  
Company Name .....

**Annexure-12**

**Pre-Bid Query Format**

**RFP Dated:**

**Name of Applicant:**

| <b>S.<br/>No.</b> | <b>Page<br/>No.</b> | <b>Clause<br/>No.</b> | <b>Existing<br/>Clause</b> | <b>Query/Suggestion</b> |
|-------------------|---------------------|-----------------------|----------------------------|-------------------------|
|                   |                     |                       |                            |                         |
|                   |                     |                       |                            |                         |
|                   |                     |                       |                            |                         |
|                   |                     |                       |                            |                         |

**Affidavit - I**

**Affidavit on A Non-Judicial Stamp Paper & Duly Notarized**  
**(To be stamped as per the Stamp Act prevalent at the place of execution)**

I, \_\_\_\_\_ sole proprietor/partner/authorized signatory of  
M/s. \_\_\_\_\_ public / private limited company,  
having its registered office at.....(Full Address) do hereby solemnly  
affirm and declare as under:-

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc. and have not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/State Government/Central Government/Financial institution.
3. That our company has never defaulted in execution of any contract/order of Bank/State Government/ Central Government/Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. We hereby undertake that our name does not appear in any "Caution" list of RBI/IBA or any other regulatory body for outsourcing activity.
5. We hereby certify that on the date of submission of Application for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also hereby certify that we are not defaulters of any bank/financial institutions against the loans/advances granted to us by them.
6. I/we hereby declare that our Company \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
7. That our company has never returned any contract/order unexecuted.
8. That no Bank/ customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all the banks/customer.
9. We have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as an Applicant and the same are still valid and subsisting.

**(Signature of the Authorized Signatory/Proprietor/ Managing Partner/Director with Seal)**

**DEPONENT**

Verified at ..... on.....that the contents of Paras 1 to 10 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

**(Signature of the Authorized Signatory /Proprietor/ Managing Partner/Director with Seal)**

**DEPONENT**

(Signature & Seal of Notary)

**Certificate from Bank / Corporate in case the entity is working as Agritech Business Correspondent for them**

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021

**Reg: Sourcing / Servicing and Collection Services Provided by (NAME) to Bank / Corporate (Strike out whichever not applicable)**

Dear Sir,

1. M/s ..... has been working with our Bank as Agri Tech since ..... (Date). They have been providing sourcing and or servicing and or collection of Agri & micro loan services during the period (01.04.2020 to 31.03.2021).

2. The Agri-Tech have onboarded -----number of farmers as on 31.03.2021.

3. The average number of loan sourcing / loan origination and collections per month during the period (01.04.2020 to 31.03.2021), operating by the Applicant is:

- a. No. of loans sourced
- b. Amount collected: (Rs. In crores)
- c. No. of farmers on-boarded

4. The average amount of collections made by the company during the period (01.04.2020 to 31.03.2021) is Rs. Cr.

5. The various services extended to farmers financed by Bank include (all services provided to be given here):

- a.
- b.
- c.
- d.
- e.

5. No of states covered by the Agri-Tech are: \_\_\_\_\_(Specify Names of the all the states).

6. The services provided by M/s. \_\_\_\_\_are found to be satisfactory.

This certificate is issued at the request of M/s. \_\_\_\_\_ for applying for empanelment as AT-BC as per RFP floated by State Bank of India.

Signature

(Name)

General Manager / DGM of Bank

/ Authorized Signatory of Company

**Certificate required from Chartered Accountant**

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021

Dear Sir,

In respect of M/s \_\_\_\_\_, we certify as under:

1. The company is engaged in providing tech enabled solutions to farmers for improving productivity for the last ..... years, since \_\_\_\_\_.
2. The company has earned profit for the last three FY 2017--18, 2018-19 and 2019-20 amounting to Rs. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ respectively.
3. Tangible Net worth of the company is Rs. .... crores as on 31.03.2020.
4. The annual turnover of the company is Rs. .... crores as on 31.03.2020.
5. The Net Profit of the Company is Rs. .... Crores as on 31.03.2020.
6. The Company has \_\_\_\_\_ number of employees on its rolls as on 31.03.2021.
7. The activity required for undertaking AT-Business Correspondent business has been incorporated in the Memorandum & Articles of Association of the company.

M/s -----,  
Chartered Accountant

**Letter of Indemnity**

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021

Dear Sir,

We refer to our application for your RFP No. ABU &GSS /OPS/ FIMM/2021-22/2 dated 04.09.2021 for engagement of Agritech Business Correspondents for sourcing, servicing and collection of Agri and Micro loans through Mobile App/ Web Portal through Tech -enabled solutions.

2. We, \_\_\_\_\_(Company) hereby undertake to indemnify State Bank of India and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any rules, laws and regulations or such other statutory infringements in respect of services provided for financial inclusion banking services.

3. Applicant is liable to bear any losses that bank or customer suffer owing to security procedures or standard lapses or due to occurrence of any fraudulent transactions committed. The Applicant shall adequately compensate for any loss occurred to the Bank / and customer due to any system / procedure / service lacunae.

Yours faithfully

**Name & Signature of Authorised signatory of Firm/Entity**

**Seal/Stamp**



**STANDARD AT-BC A G R E E M E N T (SLA)**  
**(TO BE STAMPED AS AN AGREEMENT AND INDEMNITY**  
**AS PER THE APPLICABLE STATE STAMP ACT)**

**CONTENTS**

1. DEFINITIONS & INTERPRETATION
2. SCOPE OF SERVICES
3. REPRESENTATIONS AND WARRANTIES
4. MAINTENANCE OF RECORDS BY AT-BC AND MONITORING / INSPECTION BY THE BANK
5. CONFIDENTIALITY
6. RELATIONSHIP BETWEEN THE PARTIES
7. COMPLIANCE WITH LAWS BY AT-BC
8. FEES, TAXES DUTIES & PAYMENTS
9. GENERAL INDEMNITY
10. TERM & TERMINATION
11. ARBITRATION, GOVERNING LAWS AND JURISDICTION
12. LIMITATION OF LIABILITY
13. NOTICES
14. SECURITY DEPOSIT
15. MISCELLANEOUS
16. CONFLICT OF INTEREST
17. ANTI-BRIBERY
18. CONTINGENCY PLANS
19. FORCE MAJEURE
20. FRAUDS /SETTLEMENT OF DISPUTES
21. CODE OF CONDUCT
22. OTHERS
23. OWNERSHIP

This agreement is made at MUMBAI (Place) on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Between

State Bank of India, a statutory body constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 21 and its ABU & GSS Department, Financial Inclusion and Micro Market vertical, at Ground Floor, Raheja Chambers , Free Press Journal Marg, Nariman Point Mumbai – 400 021 hereinafter referred to as “The Bank” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and shall include its successors in title and assigns) of the First Part.

**AND**

**Agritech Business Correspondent (AT-BC) (Name)**  
\_\_\_\_\_, a \_\_\_\_\_ incorporated under the provisions of the \_\_\_\_\_ Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_ and hereinafter referred to as “AT-BC” (which expression shall unless repugnant to the context or meaning thereof shall include its successor & permitted assigns) of the Second Part.

WHEREAS

**(i)** The Bank is desirous of availing services of Agritech Business Correspondents (AT-BC) for sourcing, servicing and collection of Agri & micro loan services, operating from different locations in Urban / Semi-Urban / Rural Centers in India.

**(ii)** The AT-BC is in the business of \_\_\_\_\_ and has agreed to provide the services of Agritech Business Correspondent as may be required by the Bank mentioned in the Request For Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/corrigendum issued by the Bank, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid considerations the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

## **1. DEFINITIONS & INTERPRETATIONS:**

### **1.1. Definition**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in sourcing, servicing and collection of Agri & Micro loans or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context. Unless the context otherwise requires/mentions, the following definitions shall apply:

- A. 'The Bank' shall mean the State Bank of India {**Corporate Centre at Mumbai, ABU & GSS, FIMM, Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai, various other offices (LHOs/Head Offices/Zonal Offices/Regional Offices etc. of State Bank of India), domestic and foreign branches/other offices** and subsidiaries}
- B. "Confidential Information" shall have the meaning set forth in Clause 5.
- C. "Deficiencies" shall mean non-satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to a party of this Agreement.
- D. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all:  
(a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f)

registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- E. "AT-BC remuneration" means the commission / fee payable to the AT-BC under the Agreement for the full and proper performance of its contractual obligations.
- F. 'Services' shall mean and include the Services offered by AT-BC under this Agreement more particularly described in Clause 2 of this Agreement.
- G. Interpretations:
  - I. Reference to a person includes any entity, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
  - II. The singular includes the plural and vice versa.
  - III. Reference to any gender includes each other gender.
  - IV. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
  - V. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
  - VI. A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
  - VII. A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument

issued under that statute, regulation, rule or other legislative provision.

VIII. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

IX. The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

## **1.2. Commencement & Term**

A. This Agreement shall commence from its date of execution mentioned above / deemed to have commenced from \_\_\_\_\_ (**Effective Date**).

B. This Agreement shall be in force for a period of 24 months, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement and/or RFP. The services of AT-BC will be reviewed after 12 months.

C. The Bank shall have the right at its discretion to renew this Agreement in writing, on the existing terms and conditions or the modified terms and conditions as may be mutually agreed between the parties, unless specifically terminated by either of the parties as provided in the agreement.

D. Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## **2. SCOPE OF SERVICES**

**2.1.** The scope and nature of the work and the standard service which the SP has to provide are detailed in "**Schedule-A**".

## **2.2. AT-BC shall ensure that their employees**

- (a) Are holding minimum qualifications of 12<sup>th</sup> pass.
- (b) Are properly trained to handle with care, their responsibilities particularly aspects like soliciting customer, hours of calling, privacy of customer information and informing the correct terms and conditions of the services offered, etc.
- (c) Adhere to extant instructions on Fair Practices Code for lending as also code for collection of dues as Recovery Agent subject to qualifying DRA training and obtain certification for collection of dues and repossession of security. It is essential that they refrain from action that could damage the integrity and reputation of the Bank.
- (d) Shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the borrowers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
- (e) AT-BC shall ensure that due diligence is done on employees to the satisfaction of the Bank and Bank shall have access to such records. AT-BC to ensure to obtain their police verification before deploying them to source, service, collection of loans.
- (f) AT-BC shall not engage in levying service fee directly for services contracted and rendered by them on behalf of the Bank,

**2.3.** AT-BC shall remain liable to the Bank for acts / omissions of employees. The AT-BC shall ensure that suitable documents including confidentiality agreement are obtained from employees and the AT-BC shall ensure that the secrecy, security and safety of Bank's data / processes and of its customers' is maintained.

**2.4.** AT-BC shall adhere to the performance standards in respect of services as detailed in Schedule 'A', which forms part & parcel of this agreement. The Bank shall have the absolute right to amend / vary / the contents of schedule 'A' anytime during the currency of this agreement by advising the same to AT-BC in writing and upon such advice, the amended Schedule 'A' shall become effective. The AT-BC shall not be entitled to dispute any such amendments made to Schedule 'A' in any manner for any reasons whatsoever.

### **3. REPRESENTATIONS AND WARRANTIES**

**3.1.** Each of the Parties represents and warrants in relation to itself to the other that:

- a. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- b. The person(s) signing this agreement on behalf of the AT-BC and the Bank have the necessary authority and approval for execution of this document and to bind /their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- c. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') which it provides to the other party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- d. It will provide such cooperation as the other party reasonably requests in order to give full effect to the provisions of this Agreement.
- e. The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

#### **3.2. Additional Representation and Warranties by AT-BC**

- a. The AT-BC shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with

professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

- b The AT-BC has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- c The AT-BC shall duly intimate to the Bank immediately, the changes, if any in the constitution of the AT-BC.
- d The AT-BC shall ensure that the employees engaged by them in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the AT-BC unless such person is found to be suitable in such verification and the AT-BC shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- e AT-BC represents and warrants that employees shall act diligently, professionally and shall maintain the decorum and comply with all occupational, health or safety policies of the Bank.
- f AT-BC shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of AT-BC, arising out of AT-BC's performance of Services hereunder.



#### **4. MAINTENANCE OF RECORDS BY AT-BC AND MONITORING / INSPECTION BY THE BANK.**

- 4.1.** AT-BC specifically agrees to maintain all records accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents, etc.
- 4.2.** The AT-BC shall maintain the records, registers, accounts and documents relating to the customer information in such manner so that those can be isolated, identified and segregated and the AT-BC shall protect the absolute confidentiality thereof.
- 4.3.** AT-BC specifically agrees that the Bank shall be entitled to inspect and audit the records maintained by AT-BC through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and AT-BC hereby undertakes to promptly produce all records and information required for this purpose / for the purposes of inspection and audit. AT-BC shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on the AT-BC in connection with the services performed by AT-BC for the Bank.
- 4.4.** Further, AT-BC specifically agrees that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the SP within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of AT-BC. AT-BC further agrees that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees/Regulatory fines and or penalties by RBI upon the Bank, and the Bank is required to pay such supervisory fees Regulatory fines and or penalties to RBI, AT-BC shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.

- 4.5.** The Bank shall have right to conduct surprise check of the AT-BC's activities in respect of the Services.
- 4.6.** The AT-BC agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal / regulatory obligation of the Bank as well as, as per the internal policies of the Bank in this regard.
- 4.7.** The AT-BC agrees that the complaints / feedback, if any received from the customers of the Bank in respect of the Services by AT-BC shall be recorded and Bank / Reserve Bank of India shall have access to such records and redressal of customer complaints by the AT-BC
- 4.8.** AT-BC shall bear all expenses/costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI.
- 4.9.** AT-BC specifically agrees that the Bank has full right to monitor and assess the performance of services by AT-BC and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the AT-BC in writing and AT-BC agrees to rectify the deficiencies or to ensure compliance of the instructions of the Bank.
- 4.10.** AT-BC agrees to prepare and produce by \_\_\_\_\_(Date of Execution) a 'Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the AT-BC to the Bank or latest within one month from the date of execution of the agreement. AT-BC agrees to make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the AT-BC.
- 4.11.** All relevant guidelines on Business Correspondents applicable to AT-BCs, issued by DFS / RBI / IBA on the Bank will be executed through AT-BC.

**4.12.** The AT-BC shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans in rendering the Services or any part of the same under this Agreement to the Bank. The AT-BC at Banks discretion, shall co-operate with the Bank in case of any contingency.

## **5. CONFIDENTIALITY**

**5.1.** “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or otherwise without any limitation whatsoever. This clause shall survive even after the expiry/termination of this agreement.

**5.2.** All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.

**5.3.** Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. AT-BC in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

**5.4.** Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

**5.5.** Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the

Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

**5.6.** The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
- (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where any Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement.

**5.7.** AT-BC shall abide with the Bank's IT and IS policy in key concern areas relevant to the engagement. Specific requirements will be shared as and when required.

**5.8.** AT-BC shall implement any enhanced solutions mandated by security requirements for any / all types of Software / support.

**5.9.** Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the AT-BC's performance under the Agreement.

**5.10.** AT-BC is aware that all information disclosed to the AT-BC by the Bank and all records maintained by AT-BC are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain integrity, secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as AT-BC would ensure for its own confidential & sensitive information. AT-BC shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, as the case may be to ensure compliance with confidentiality obligations of AT-BC.

**5.11.** In the event that AT-BC becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the Bank with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

**5.12.** AT-BC agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations. AT-BC further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on AT-BC.

**5.13.** AT-BC specifically agrees that the confidentiality obligations of the AT-BC in terms of this agreement shall survive termination of this agreement.

**5.14.** All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

**5.15.** Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

**5.16.** The AT-BC shall ensure the compliance of Data Privacy & GDPR (General Data Protection Regulation), with explicit data sharing arrangements.

## **6. RELATIONSHIP BETWEEN THE PARTIES**

**6.1.** It is specifically agreed that the AT-BC shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal Agent relationship by implication (express agreement between the Parties).

**6.2.** Neither AT-BC nor its employees shall hold out or represent as agents of the Bank.

**6.3.** None of the employees of AT-BC shall be entitled to claim any absorption or any other claim or benefit against the Bank.

**6.4.** This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

**6.5.** All the obligations towards the employees of a AT-BC shall be with the respective AT-BC and not on the Bank. In other words, Bank should not be made responsible for any incidental or accidental expenses or casualties arising out of the services rendered and the responsibilities lies with AT-BC only.

## **7. COMPLIANCE WITH LAWS**

- 7.1.** AT-BC hereby agrees and declares that it shall be the sole responsibility of AT-BC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by AT-BC as envisaged under this agreement.
- 7.2.** AT-BC shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.
- 7.3.** AT-BC shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- 7.4.** AT-BC hereby represents and warrants that it has full authority to enter into this Agreement and render the services as envisaged under this agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank.

### **7.5. Compliance with IS Security Policy**

The AT-BC shall have to comply with Bank's IT & IS Security policy in key concern areas. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality.
- ii. Responsibilities on system and software access control and administration.
- iii. Password Policy of the Bank.
- iv. Data Encryption/Protection requirements of the Bank.
- v. In general, confidentiality, integrity and availability must be ensured.
- vi. Compliance with regulatory and statutory requirement, in as much as they pertain to IS and Cyber security areas.
- vii. Security of PII and SPDI data of the customers.
- viii. Adherence by AT-BC to Banks' Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management, etc.

- ix. Right to recall data by Bank.
- x. Regulatory and Statutory compliance AT-BC office
- xi. Data removal post termination of arrangement.
- xii. Must have a captive SOC or Managed Service SOC for monitoring AT-BC systems and operations.

## **8. FEES, TAXES DUTIES & PAYMENTS**

- 8.1.** AT-BC shall be paid fees and commission subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 8.2.** All other taxes including GST, wherever applicable, duties and other charges which may be levied shall be borne by the AT-BC and the Bank shall not be liable for the same.
- 8.3.** All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by AT-BC alone.
- 8.4.** AT-BC shall provide a clear description quantifying the services provided in the invoices generated by them.
- 8.5.** The Bank will pay properly submitted valid invoices within reasonable period but not exceeding **“Thirty (30) Days”** after its receipt thereof. All payments shall be made in Indian Rupees.
- 8.6.** The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which AT-BC owes the Bank against charges payable to AT-BC under this Agreement.
- 8.7.** In the event the Bank intends to withhold any payment, the Bank shall notify the AT-BC, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the AT-BC shall either rectify such deficiency or



provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the AT-BC, then the Banks shall not withhold any payments.

## **9. GENERAL INDEMNITY**

- 9.1.** AT-BC agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by AT-BC or breach of any obligations including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees of AT-BC. AT-BC agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on AT-BC.
- 9.2.** AT-BC further undertakes to promptly notify the bank in writing, any breach of obligation of the agreement by its employees including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 9.3.** AT-BC shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the AT-BC, deliberate or otherwise and this includes against intangible/ reputation losses.

## **10. TERM OF TERMINATION**

- 10.1** The Bank as well as AT-BC shall have right to terminate the agreement by giving a month's notice in writing to the other party. In the event of termination of the agreement by AT-BC, all records, information including documents etc. shall be returned by AT-BC to the Bank as per instructions of the Bank.

**10.2** The Bank shall have a right to terminate the agreement immediately by giving a month's notice in writing to AT-BC in the following eventualities:

- a) If any Receiver / Liquidator is appointed in connection with the business of the AT-BC or AT-BC transfers substantial assets in favor of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of AT-BC.
- b) If AT-BC applies to the Court or passes a resolution for voluntary winding up of AT-BC or any other creditor / person files a petition for winding up or dissolution of AT-BC.
- c) If AT-BC, in the reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- d) If AT-BC is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by AT-BC as envisaged under this agreement.
- e) If any acts of commission or omission on the part of AT-BC or employees in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
- f) If any officer / employee / director of AT-BC or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director/ officer or employee of the Bank.

**10.3** In the event of termination of the Agreement, AT-BC shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination, subject to other terms of the contract.

**10.4** In the event of termination of the Agreement or on the expiry of the term/renewed term of this Agreement, the AT-BC shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

**10.5** Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- a. such rights and obligations as may have accrued on the date of termination or expiration;
- b. the obligation of confidentiality; and
- c. any right which a Party may have under the Applicable Law.

## **11. GOVERNING LAW AND DISPUTES**

The Laws governing this Contract shall be the laws of India. All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably between the parties, if however, the parties are not able to solve them amicably, then the parties have to seek appropriate remedy in the Competent Courts located at Mumbai. The Competent Courts at Mumbai shall have exclusive jurisdiction in this regard.

## **12. LIMITATION OF LIABILITY**

AT-BC will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and / or leakage of confidential customer / Bank's related information to the extent of loss so caused.

### **13. NOTICES**

**13.1.** Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- a. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- b. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken.
- c. If mailed by registered mail/first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

**13.2.** In case there is any change in the address of one party, it shall be communicated in writing to the other party within 30 (days).

### **14. SECURITY DEPOSIT**

AT-BC agrees to provide security deposit as under: -

A security deposit or Performance Bank Guarantee in lieu thereof may be obtained as follows:

- (i)AT-BCs: Security deposit of Rs. 10.00 lakh to be obtained.

Security deposit should be kept in the form of Fixed Deposit or:

- (ii) Performance Bank Guarantee for a period of 5 years and kept under safe custody. Safe custody receipt will be kept with the Bank officials at Corporate Centre, after marking a lien in case of Fixed Deposit.

## 15. MISCELLANEOUS

- 15.1. 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 the case of a waiver, by the Party against whom the waiver is to be effective.
- 15.2. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 15.3. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or e-mail. Any such notice or other communication will be deemed to be effective if sent by personal delivery, post and courier when delivered. The addresses referred to hereinabove are given in detail in **Schedule-C** hereof.
- 15.4. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.
- 15.5. Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 15.6. The AT-BC shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

- 15.7. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 15.8. In case of any change in applicable laws in India that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- 15.9. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- 15.10. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 15.11. AT-BC shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of State Bank of India. State Bank of India may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 15.12. AT-BC agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 15.13. PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 15.14. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

15.15. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **16. CONFLICT OF INTEREST**

16.1. AT-BC shall not receive any remuneration in connection with the assignment except as provided in the Contract.

16.2. AT-BC shall provide professional, objective and impartial services and at all times hold the Bank's interest paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. AT-BC shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

## **17. ANTI-BRIBERY**

Each party warrants and undertakes that:

- a. It will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 of India ("Relevant Requirements"); and
- b. It has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

## **18. CONTINGENCY PLANS**

The AT-BC shall arrange and ensure proper Attrition Plan and other contingency plans in rendering the Services or any part of the same under this Agreement to the Bank. The AT-BC at Banks discretion shall co-operate with the Bank in case of any contingency.

## **19. FORCE MAJEURE**

- 19.1.** Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.
- 19.2.** If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 19.3.** If the Force Majeure situation continues beyond 30 days, either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, AT-BC shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **20. FRAUDS / SETTLEMENT OF DISPUTES:**

**20.1** As per the agreement, AT-BC will indemnify the Bank against all claims, loss, damages, etc., On crystallization of loss /fraud amount by the Bank, Bank to mark a lien on commission account or alternatively seek STDR for the crystalized amount from AT-BC. In case, the Bank is unable to recover the fraud amount from AT-BC, legal action would be undertaken.

**20.2** if any fraud or liability is detected after termination of the contract /services of AT-BC (pertaining to the period of empanelment ), AT-BC shall also be responsible to compensate the Bank for the entire liability.



## 21. CODE OF CONDUCT

- 21.1 AT-BCs will handle their responsibilities with care, diligence and sensitivity.
- 21.2 AT-BCs will ensure that their employees conduct all financial transactions online and real time. Offline transactions are not permitted and not allowed.
- 21.3 During recovery procedures, AT-BCs will adhere to extant instructions on Bank's fair practice code for lending. The AT-BCs will refrain from any action that could damage the integrity and reputation of the Bank and observe strict customer confidentiality. AT-BC will also ensure that their employees adhere to the extant guidelines for collection of dues as stipulated in "Code of Bank's Commitment to customers" regarding the collection activities and should have undergone the stipulated hours of training and obtained relevant IIBF Certification.
- 21.4 The AT-BCs will not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their recovery efforts.
- 21.5 The AT-BCs should adhere to the Code of Conduct in letter and spirit failing which penal provisions including termination of arrangement would be attracted.
- 21.6 A suitable Fidelity / Secrecy Undertaking ("**Schedule-D**") as prescribed by the Bank to be obtained from AT-BC.

## 22. OTHERS

- a. AT-BC ensures that authorized employees will access the system and any deviation from this practice will call for necessary action including termination.
- b. AT-BC will agree to compensate the bank / customers for acts of omission or commission of employee, employed by him.
- c. AT-BC keeps Escalation Matrix in place for complaints and Redressal mechanism should also be in place for addressing the grievances of customers

- d. AT-BC to have complaint management system for the customers as per Annexure-B.
- e. AT-BC to submit an undertaking of fidelity and secrecy as per “Schedule-D”.

**23. OWNERSHIP**

Notwithstanding anything contrary provided in this agreement, all the terms and conditions and obligations to be complied with and discharged by the AT-BC in terms of the RFP no \_\_\_\_ dated \_\_\_\_ shall be binding upon the AT-BC as if such terms and conditions and obligation constitute an integral part of this agreement. Any default or breach of those terms and conditions by the AT-BC will be constituted as a default breach of this agreement by the AT-BC. In the event of any conflict or inconsistency between this Agreement and the RFP, the terms of RFP shall prevail.

**State Bank of India**

**AT-BC**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

**WITNESS:**

**WITNESS:**

**[Details of specific services to be rendered by AT-BC/AT-BC BRANCHES]**

1. Loan origination: Identification of Applicants, collection of Applicant details & its initial screening like KYC documents, land record particulars, crop details, eligibility activities and pre- due diligence. (KYC authentication process will be the responsibility of Bank as per the regulatory norms). Sourcing of leads by AT-BCs shall be done only for New customer acquisition and New Loans to the existing borrowers.
2. Collection of loan applications, verification of income, verification of primary information / secondary data available from public site.
3. Submission of loan applications to branches. In case of end to end digitized process, uploading and validation will be done through API integration with the Bank and eligibility checked with rule engine.
4. First level advisory credit underwriting by AT-BCs (those who have inbuilt rule engine software for the eligibility check).

(However, decision to sanction or otherwise will be based only on Bank's appraisal / credit underwiring model while processing loans. In due course, on adequate experience being gained, adoption of credit underwriting rule engine of Agri techs may be examined by the Bank subject to Bank's internal instructions & approvals).

5. Promoting, nurturing and monitoring of Self Help Groups / Joint Liability Groups / Credit Groups / others.
6. Geo-tagging of farms.
7. Loan information dashboard.
8. Collateral management services.

9. Assaying services of commodities for financing against the pledge of warehouse receipts.
10. Market intelligence
11. Providing technical assistance to farmers
12. Capacity building of farmers
13. Providing access to farm inputs, facilitation of market linkages
14. Facilitation of Agri value chains
15. Digital mode of collection of sale proceeds of farm produce / milk, etc.
16. Post-sanction monitoring services (Tractor RC book collection, Insurance, etc.
17. Follow -up, tracking & monitoring of collections.
18. MIS Reports / Dashboard for loan collection
19. Collection of principal / interest. (facilitation of routing the sale / collection proceeds directly through loan accounts, digital collection of instalments / lumpsum, etc.)
20. No cash collection is allowed to be handled /undertaken by AT-BCs.
21. Any other service on behalf of the Bank duly authorized by the appropriate authority.

**COMPLAINT MANAGEMENT SYSTEM FOR CUSTOMERS BY THE AT-BC**

The following complaint redressal system is available with us:

1. Toll free No.: (.....)
  
2. Complaint can also be lodged through official e-mail (.....)
  
3. Escalation Matrix: On recording the customer complaint, the complaint is being escalated as under to the designated person:

| Sl. No. | Date of Complaint | Name of the Complainant | Complaint allotted to (Name of the official) | Designation | Details of the Complaint | Remarks |
|---------|-------------------|-------------------------|----------------------------------------------|-------------|--------------------------|---------|
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |

4. If the complaint is not addressed within .....days, it will be escalated to the next higher authority as under:

| Sl. No. | Date of Complaint | Name of the Complainant | Complaint allotted to (Name of the official) | Designation | Details of the Complaint | Remarks |
|---------|-------------------|-------------------------|----------------------------------------------|-------------|--------------------------|---------|
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |
|         |                   |                         |                                              |             |                          |         |

**Address for Communication**

**Bank:**

**AT-BC:**

In Witness, whereof, the parties hereto have executed this agreement, the ..... day and..... year first/hereinabove written.

|                                                                          |                                                            |
|--------------------------------------------------------------------------|------------------------------------------------------------|
| For State Bank of India<br>(Name)<br>Designation:<br>Date:<br>Witness-1: | For AT-BC<br>(Name)<br>Designation:<br>Date:<br>Witness-2: |
|--------------------------------------------------------------------------|------------------------------------------------------------|

Witness:

Witness:

Deputy General Manager (OPS - ABU & GSS)  
ABU & GSS Department, FI & MM  
State Bank of India  
Corporate Centre, Ground Floor,  
Raheja Chambers  
Free Press Journal Marg,  
Nariman Point, Mumbai: 400021

**UNDERTAKING OF FIDELITY / SECRECY**

1. We (giving name and detailed description of AT-Business Correspondent) hereby undertake that during the tenure of our engagement with the Bank as AT-Business Correspondent shall render the services with utmost sincerity, integrity, and as per the benchmark of service standards in the Industry. We hereby further undertake to obtain and maintain suitable undertaking(s) of fidelity / secrecy from our employees who may be engaged in rendering of the services as per terms and conditions subject to which we have been engaged as AT- Business Correspondents.
2. We hereby undertake to maintain absolute confidentiality in respect of all information and records which may come to our knowledge or custody while rendering services as AT-Business Correspondent. We shall maintain confidentiality of the information and for our records which come to our knowledge/custody even after termination of our engagement of AT-Business Correspondent as we are aware that the information and / or records are of immense value to the Bank, the disclosure of which to third parties/outsideers can result in severe implications to the Bank.

For and on behalf of

(Authorized Signatory)  
(Full Name & description of AT- Business Correspondent)

Place:  
Date:

(\* Delete which is not applicable)