



INVITATION OF APPLICATIONS

FOR Selection and Empanelment of Business Associates for Undertaking Agri Advances
Related Activities

Ref: NBFC ALLIANCES/23-24/1

*NBFC Alliances, Corporate Centre, 1st Floor, B-Wing, Raheja Chambers, Free Press
Journal Marg, Nariman Point, Mumbai-400021
e-mail – dgm.nbfcalliances@sbi.co.in
022-22838487*

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email, and office address for sending any kind of correspondence regarding this APPLICATION)	Name: Vandana Aggarwal Designation: DGM NBFC Alliance Email ID: dgm.nbfcalliances@sbi.co.in Contact Number: 022-22838487 Contact Address: NBFC Alliances, Corporate Centre, 1st Floor, B-Wing, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021 e-mail – dgm.nbfcalliances@sbi.co.in
2	Application/Document Availability including changes/amendments if any to be issued	APPLICATION may be downloaded from Bank's website https://www.sbi.co.in procurement news from 30 th May 2023 to 19 th June 2023.
3	Last date for requesting clarification	Up to 5:00 pm on 7 th June 2023. All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Last date, time for Application submission & mode of submission of Application	Up to 6:00 pm on 19 th June 2023. Applications may be submitted online supported by Hard Copy if required.
5	Address for submission of Application	State Bank of India, NBFC Alliances, Corporate Centre, 1st Floor, B-Wing, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021 e-mail – dgm.nbfcalliances@sbi.co.in Phone No. - 022-22838487

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1. INVITATION OF APPLICATION

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, 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). This APPLICATION has been issued by **the Bank** on behalf of **SBG** for Selection and Empanelment of Business Associates for undertaking agri advances related activities.
- ii. In order to fulfil the objective of ensuring greater financial inclusion, increasing the outreach of banking sector and improve credit delivery, the Bank proposes to invite Applications from eligible Applicants as per details/scope of work mentioned Clause 3 herein and specifically detailed in **Appendix-E** of this APPLICATION document.
- iii. Applicant shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-C** of this APPLICATION and willing to provide the services as required in this APPLICATION. The interested Applicants who agree to all the terms and conditions contained in this APPLICATION may submit their applications with the information desired in this APPLICATION.
- iv. Address for submission of Applications, contact details including email address for sending communications are given in 'Schedule of Events' of this APPLICATION.
- v. The purpose of SBI behind this APPLICATION is to engage BCs, NBFCs, MFIs, Start-ups, fintechs and other for-profit entities as Business Associates (BAs) for assisting the bank in one or more of the lending activities (sourcing, underwriting, sanctioning & disbursement) on a commission or service fee model.
- vi. This APPLICATION document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Applicants are advised to go through the entire APPLICATION before submission of Applications to avoid any chance of elimination. The eligible Applicants desirous of assisting bank in one or more of the lending activities are invited to submit their application in response to this APPLICATION.
- viii. The criteria and the actual process of evaluation of the responses to this APPLICATION and subsequent selection of the successful Applicant will be entirely at Bank's discretion.

2. DISCLAIMER

- i. The information contained in this APPLICATION 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 APPLICATION.
- ii. This APPLICATION is not an offer by State Bank of India, but an invitation to receive responses from the eligible Applicants.
 - iii. The purpose of this APPLICATION is to provide the Applicant(s) with information to assist preparation of their Application proposals. This APPLICATION does not claim to contain all the information each Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this APPLICATION and where necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this APPLICATION .
 - iv. 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 APPLICATION or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the APPLICATION and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
 - v. 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 APPLICATION.
 - vi. The Applicant is expected to examine all instructions, forms, terms, and specifications in this APPLICATION. Failure to furnish all information required under this APPLICATION or to submit an Application not substantially responsive to this APPLICATION in all respect will be at the Applicant's risk and may result in rejection of the Application.
 - vii. The issue of this APPLICATION does not imply that the Bank is bound to select an applicant or to award the contract to the selected applicant, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Applications or Applicants without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Applicant as defined in Award Criteria and Award of Contract in this APPLICATION .

3. SCOPE OF WORK (more particularly described in Appendix E) :

Assisting Bank in One or more lending activities as under:

- i. **Sourcing of New Loans:** Business Associates will source fresh loans in Agri. Their reach to the local population helps them to assess their financial needs and increase the Bank's Loan Portfolio in these areas.
- ii. **Assistance in Underwriting:** Business Associates will assist Bank in underwriting by providing alternate data / scorecards or any other improvements for one or more bank verticals (such as income estimation model, alternate bureau score, bank statement analyser, soil report, crop report, land record verification, CPV check etc.)
- iii. **Help in Sanctioning and disbursement:** Business Associates will provide services to help bank in sanctioning and disbursement of loans (such as help in documentation, translation of documents, data feeding, pre-sanction inspection, satellite imagery, virtual monitoring etc.) as well as obtention of documents and papers pertaining to End use of funds.
- iv. **Any other services:** Business Associate may be onboarded for providing any other service to assist the Bank in its asset business apart from the above-mentioned activities, as deemed fit by Bank.

4. PERMITTED ENTITIES

- i. Business Correspondents: National level BCs having large network (preferably in rural & semi urban areas)
- ii. For profit companies, NBFCs: Companies registered under Indian Companies Act, 2013 with large and widespread retail outlets including Non-Banking Financial Companies (NBFCs) and other for-profit companies.
- iii. MFIs: Micro Finance Institutions holding the proper MFI licence as well as having the minimum MFI/ECR rating, prescribed by the Bank.
- iv. Start-ups, Fintechs and other entities: non-Individuals entities, other than Societies and Trusts, with at least 2 years of active existence.

For sake of clarity, it is re-iterated that Societies, Trusts and Non-Governmental Agencies (NGOs) shall not be onboarded as Business Associates.

5. CONTENTS OF APPLICATION DOCUMENT

- i. The Applicant must thoroughly study/analyze and properly understand the contents of this APPLICATION, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this APPLICATION or submission of Application not responsive to this APPLICATION in any respect will be at the

Applicant's risk and responsibility and the same may finally result in rejection of its application. The Bank has made considerable effort to ensure that accurate information is contained in this APPLICATION and is supplied solely as guidelines for Applicants.

- iii. The Application prepared by the Applicant, as well as all correspondences and documents relating to the Application exchanged by the Applicant and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Applicants in response to this APPLICATION will become the property of the Bank and will not be returned. Incomplete information in Application document may lead to non-consideration of the proposal.

6. APPLICATION PREPARATION AND SUBMISSION

The Mode of submission of Application shall be online supported by Hard Copy if required.

- i. The Application is to be submitted for Selection and Empanelment of Business Associates for undertaking Agri advances related activities in response to the APPLICATION. Scan documents mentioned below are to be submitted with signature of authorised signatory:
 - (a) Index of all the documents, letters, Application forms etc. submitted in response to APPLICATION along with page numbers.
 - (b) Application covering letter/Application form on the lines of **Appendix-A & B** on applicant's letter head.
 - (c) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-C.
 - (d) Audited financial statement and profit and loss account statement as mentioned in Part-II. (If applicable)
 - (e) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Application document. (If applicable)
 - (f) Copy of registration certificate issued by competent authority as mentioned in Eligibility Criteria under Appendix-C. (If applicable)
 - (g) Any other documents as required in Appendix D

7. DEADLINE FOR SUBMISSION OF APPLICATIONS

- i. Applications must be submitted by the date and time mentioned in the "Schedule of Events".
- ii. In case the Bank extends the scheduled date of submission of Application document, the Applications shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Applicants will remain the same.
- iii. Any Application received after the deadline for submission of Applications prescribed, will be rejected.

8. APPLICATION INTEGRITY

Wilful misrepresentation of any fact within the Application will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Applicants shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Application document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

9. EVALUATION OF APPLICATIONS

The application(s) of only those Applicants, who qualify in the evaluation process shall be considered for sending for due diligence to respective Circles for further processing.

10. POWERS TO VARY OR OMIT WORK

No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the selected applicant 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 selected applicant to make any variation without prejudice to the contract.

11. BANK'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS

The Bank reserves the right to accept or reject any Application in part or in full or to cancel the Application process and reject all Applications at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Applicant or Applicants or any obligation to inform the affected Applicant or Applicants of the grounds for the Bank's action.

12. RIGHT TO VERIFICATION

The Bank reserves the right to verify any or all the records maintained by the Applicant as prescribed in the process, if necessary, to establish to its satisfaction about the Applicant's capacity / capabilities to perform the job.

13. SERVICE PROVIDER'S OBLIGATIONS

- i. Service Provider 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. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and application by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- iv. Service Provider shall treat as confidential all data and information about the Bank, 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.

14. CODE OF CONDUCT

The Agreement / MOU entered with BA shall also include the Code of Conduct (contractual obligations / quality of service). It may include among other things, the following covenants based on the range of services offered by the BA:

- Discharging responsibilities with care, diligence, and sensitivity.
- Adhering to extant instructions on Bank's fair practice code for lending during recovery procedures. The BA will refrain from any action that could damage reputation of the Bank and observe strict customer confidentiality.
- Not resorting to intimidation or harassment of any kind, verbal or physical, against any person in recovery efforts.
- BA is prohibited from charging any fee to the customers directly/ indirectly for services rendered by them on behalf of the Bank.
- BA requires prior approval of the Bank for hiring subcontractors to perform any function under the tie-up.
- The BA will be solely responsible for the acts of their agents who conduct financial/ non-financial transactions.
- BA shall ensure the preservation and protection of the security and confidentiality of all customer information in their custody or possession.

15. CODE OF INTEGRITY AND DEBARMENT / BANNING

The Applicant and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics. 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 Process.

Applicants are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in APPLICATION process or execution of contract. Failure to do so would amount to violation of this code of integrity.

Any Applicant needs 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:

- **“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.
- **“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 APPLICATION process or to secure a contract or in execution of the contract.
- **“Coercive practice”** means harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract.
- **“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 procurement process or to establish Application prices at artificial, non-competitive levels.
- **“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;

16. TERMINATION FOR DEFAULT

The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- If the Service Provider fails to deliver any or all the obligations within the time period specified in the Application /Agreement, or any extension thereof granted by the Bank.
- If the Service Provider fails to perform any other obligation(s) under the Application /Agreement.
- Violations of any terms and conditions stipulated in the Application.
- On happening of any termination event mentioned in the Application /Agreement.

Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this Application Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

If the Contract is terminated under any termination clause, Service Provider 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 Application and shall also support the orderly transition to another vendor or to the Bank.

During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this Application.

17. Review/Renewal of Agreement

The services of BA shall be reviewed after every 12 months from date of execution, unless otherwise decided by the committee empowered for selection.

The Bank shall have the right to renew the BA Agreement, for another term post expiry of initial contract based on the existing terms & conditions or modified terms & conditions as may be mutually agreed between the parties, unless specifically terminated by either of the parties as provided in the agreement.

18. Business Continuity & Operational Resilience (BC & OR) Plan

BAs must ensure that the channel/arrangement is manned by reliable and knowledgeable persons and alternate persons have been identified so that business continuity is maintained within the network. BAs have also to mitigate the Operational Risks in BA channel arising out of system failure, natural calamities, etc. and submit a viable BCP to the Bank as a part of Agreement.

19. GOVERNING LANGUAGE

The governing language shall be English along with Regional Language related to area of operation.

20. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

21. TAXES AND DUTIES

- i. Service Provider 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 and the application by Service Provider shall include all such taxes in the quoted price.
- ii. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

- iii. Income / Corporate Taxes in India: The Applicant 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 and the application by the Applicant shall include all such taxes in the contract price.
- iv. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this APPLICATION process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

22. TAX DEDUCTION AT SOURCE

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

23. NOTICES

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax 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.

PART – II

Appendix A: COVERING LETTER

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

Date: _____

Reference No. _____

To:

Deputy General Manager (NBFC Alliances)
ABU & GSS,
State Bank of India
Corporate Centre, 1st Floor, B-Wing,
Raheja Chambers
Free Press Journal Marg,
Nariman Point, Mumbai: 400021

Having examined the Invitation for application documents including all Annexures, and subsequent 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 Business Associates for Undertaking Agri Advances Related Activities i.e. assisting the bank in one or more lending activities (sourcing, underwriting, sanctioning & disbursement) on a commission or service fee model. We shall abide by the terms and conditions spelt out in the invitation document.

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 application.
- 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 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 application within the stipulated timelines.
 5. We agree to abide by all the application terms and conditions, contents of Service Level Agreement.
 6. Until a formal contract is executed, 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 application 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 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.

- 10.** We certify that we have not made any changes in the contents of the application 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 application. 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 application 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 and we shall be responsible for the due performance of the contract.
- 15.** The name(s) of Applicants to whom the contract is finally awarded after the completion of application 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 application, we do not have any past / present litigation which adversely affect our participation in this application 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 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 application.

- 22.** 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.
- 23.** We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the application 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.



18	Geographical spread – Names of States/Circles where Company has presence	
19	Major Area of Operation (% age wise)	
20	Interested to be appointed as Business Associate for rendering advance related services as mentioned in Scope of Work and other places in Invitation	Please specify products and expected remuneration as % - age of Loan Amount (one-time)
21	Any other information:	

2. Profile snapshot (As on)

Sr. No.	Name of State	No. of Branches	No. of Borrowers	Portfolio Outstanding	% of Share
1					
2					
3					
4					
5					

3. Brief information of Sourcing, Collection, Payment, Monitoring Mechanism

4. Share holding Pattern.

Shareholders	No. of Equity Shares	Percent age
(A) Shareholding of Promoter and Promoter Group		
(B) Total of Public Shareholding {Total of (i) + (ii)}		
(i) Holding more than 1% of the Total No. of Shares:		
(ii) Others		
I Shares held by Custodians and against which Depository Receipts have been issued		
(D) Non-Promoter-Non-Public Shareholding		
Total (A)+(B)+(C)+(D)		

5. Board of Directors:

Name	Designation	Address	Begin date

6. Management Team:

Sr. No.	Name of the Official	Role Assigned
1.		
2.		
3.		
4.		

7. a. Product Specific status of Sourcing/Maintenance (Amount in Crore)

Particulars	31 st March,2022			31 st March, 2023		
	Loans under Financing Activity	%	Provision	Loans under Financing Activity*	%	Provision
Standard Assets						
Non-Performing Assets						
Total						

b. Small value loan and Provision thereon (If any) (Amount in Crore)

Particulars	31 st March,2022			31 st March, 2023		
	Loans under Financing Activity	%	Provision	Loans under Financing Activity*	%	Provision
Standard Assets						
Non-Performing Assets						
Total						

Note : Complete details, if required, may be submitted as Annexure.

8. Movement of NPAs/Provision (if Applicable):

Particular		31 March 2022 (Audited)	31 March 2023 (Audited)
i)	Net NPAs to Net Advances%		
ii)	Movement of NPAs (Gross)		
	a) Opening Balance		
	b) Additions during the year		
	c) Reductions during the year (incl. write offs)		
	d) Closing Balance		
iii)	Movement of Net NPAs		
	a) Opening Balance		
	b) Additions during the year		
	e) d) Closing Balance		
iv)	Movement of Provisions for NPAs		
	a) Opening Balance		
	b) Provisions made during the year		
	f) d) Closing Balance		

9. If presently working as Business Correspondent / Business Associate for any other Bank (Amt in Crs)

Sr. No.	Name of the Bank	Amount Sourced	Outstanding	% NPA
Total				

10. Business Continuity Plan:

11. External Credit Rating:

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.							

12. PERFORMANCE AND FINANCIAL INDICATORS (Amount in Crores)

Indicators	Last 3 Year Actuals			Current Year	Following Year
	2019-20	2020 - 21	2021-22	2022-23	2023-24
	Aud.	Aud.	Aud.	Aud.	Projected
Asset Under Management					
Paid-Up Capital					
Reserve & Surplus					
Intangible Assets					
TNW					
Long Term Liabilities					
Net Block					
Non-Current Assets					
Net Working Capital					
Current Assets					
Current Liabilities					
Current ratio					
DER (TL/TNW)					
TOL/TNW					
Net Sales (Income)					
Cost of Sales					
Operating Profit/ EBDITA					
PBT					
PBT/Income					
PAT					
Cash accrual					

Borrowing Details (Amount in Crores)												
Bank / FI	Type of Institution	Type of Sanction (Term loan / NCD)	Sanction Date	Amount Sanctioned	Disbursement Date	Amount disbursed	Amount Outstanding (As on 31.10.2022)	Tenure (Months)	Maturity Date	Repayment Frequency	Rate of Interest	Cash Collateral

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) Has been held guilty of professional misconduct by any authority or regulator.
 - d) Has defaulted in fulfilling the 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;
- iii. 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.
- iv. 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;
- v. 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.
- vi. In addition to above, the entity Satisfies the following qualitative criteria
- a. Having substantial presence and knowledge of the area, predominantly in rural/semi-urban areas
 - b. Not affiliated to any political party.
 - c. Has Satisfactory track record of at least 2 years
 - d. Not a defaulter to any Bank/ Financial Institution.
 - e. The organization /office bearers/ members does not have any criminal record.
 - f. Past dealings, if any, with the Bank have been satisfactory
 - g. No director of the Bank or a relative of such director within the meaning of Section 2(77) of the Companies Act, 2013 is a director or key managerial personnel of the entity.
 - h. Will arrange for the Police verification of its employees & maintain a record of the same at their end and same shall be checked on sample basis by SBI Official.
 - i. Employees of entity shall satisfy the following parameters.
 - Minimum qualification- Matriculate.
 - Persons holding Certificates like, Examination for Debt Recovery Agents /DRA Tele-callers course conducted by IIBF, to be given priority.
 - The employee should not have defaulted to any Bank/ FI. The same shall be checked on sample basis by our staff. A certificate in this regard to be obtained from BA at time of onboarding.



I am fully aware that any false declaration will lead to the exclusion of the entity from the selection process.

Name:	
Designation / Position held:	
Signature:	
Date and Place:	
Seal / Stamp:	

Appendix C: Applicant's Eligibility Criteria

Parameters		Business Correspondents	MFI's / NBFCs	Start-ups, fintech's and other entities
		National Level	National Level	National Level
1	Net Worth	Positive	Rs.5 Crore or more	
2	BC Score *	50 & above		
3	Minimum Engagement Period / Minimum engagement Guarantee period	2 years		
4	Profitability earned	Profitable for last two years	Profitable for last 2 yrs	
5	First Loss Default Guarantee (FLDG)	NA	NA	NA
6	Number of states / circles where company has presence	2 or more circles	2 or more Circles	2 or more Circles
7	External Credit Rating or MFI Grading		BBB and above or Grading within the top four gradings of Micro Credit Rating Agencies #	
8	Net NPA %		NA	
9	Experience for handling Asset Portfolio of Self or other FIs (in years)		NA	2 years or more
10	Turnover			

** BC scorecard for evaluation of BC Scoring as approved in the BC policy of FI Department to be used.*

BCs must have separate team to process the loan proposals before submitting to bank.

#Comparative Grading scale for MFIs/NBFCs					
Rating Agency	CRISIL	CARE	ICRA	MCRIL	Others
Minimum Acceptable Score	mfR4	MF13+	M3+	β+	Equivalent score of any other reputed Microfinance Rating agency

Appendix D:

DATA / DOCUMENTS TO BE SUBMITTED BY THE ENTITY FOR BUSINESS ASSOCIATE

1. Duly filled application format
2. List of documents submitted.
3. Company Registration certificate.
4. Audited BS for last 2 Financial Years
5. External Credit Rating Certificate, if applicable/available
6. Brief Profile of the Directors
7. Certificate for Police Verification of its employees on its letter head as under:
“Entity shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if permitted by the Bank) by the Service Provider 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 Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.”
8. Details of penalty levied (if any) in past three years by RBI and/or NBFC Ombudsman, any court of law (If NBFC/ MFI)
9. Brief profile of the Entity including AUM, Loan portfolio, Segment/Product wise portfolio concentration, Staff Strength, System and Procedures adopted in lending, Area of operations key strengths, Major Threats being perceived by the entity and their mitigation

Appendix E

Scope of Work

One or more activities from Sourcing to disbursement for loans upto Rs.50.00 lacs

- i. Sourcing fresh loans based on criteria specified by the Bank for applicable loan.
- ii. Obtaining KYC documents, completion of KYC before submission of loan applications to the Branches.
- iii. Assistance in Pre-sanction inspection and assistance in documentation and related formalities as and when required by the Bank.
- iv. Assist designated Branch/RACC/RACPC/SMECC in disbursement of these loans to the borrowers.
- v. Assist in providing loan utilisation certificate / determining proper end-use of funds.

Appendix F

BA Agreement **SERVICE LEVEL AGREEMENT**

BETWEEN

**STATE BANK OF INDIA,
AND**

Date of Commencement : _____

Date of Expiry : _____

AGREEMENT

(If the proposed BA happens to be existing BC of the Bank, in several items of service, overlap the services of the BC under the BC Agreement, it will be required that were BC is being engaged as BA the existing BC Agreement would be suitably amended to include the services that the BA is to render over and above the services as BC as also to include other provisions.)

This Agreement made on the _____ day of _____, _____
BETWEEN

State Bank of India, a Statutory Corporation constituted under the State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai - 400021 hereinafter referred to as "The Bank", which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns of the first part,
AND

_____, Business Associate / NBFC / MFI / BC / a Private Limited company incorporated under Companies Act 1956, having its Registered Office _____ at _____ hereinafter referred to as "Service Provider (SP)" which expression shall unless repugnant to the context or meaning thereof shall include its successor & permitted assigns of the Second Part.

WHEREAS the Bank is desirous of availing services of SP to facilitate its Business growth in Micro Asset Products in all agri segment and the SP has offered to facilitate the Bank in sourcing of loan applications, completion of KYC/disbursement and any other activities as agreed between Bank and SP of Agri loan portfolio and provide other services as may be required by the Bank.

NOW THEREFORE this Agreement witnesseth as under:

1. Commencement & Term

- 1.1 This Agreement shall be in force for a period of 1 year from the date of its execution, unless terminated by the Bank/either party by notice in writing in accordance with

the termination clauses of this Agreement. The services of Service Provider will be reviewed half yearly by the Bank.

- 1.2 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of one Year 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.
- 1.3 Unless terminated earlier in accordance with the terms of 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 SP agrees to provide the services as detailed in **Schedule A** hereunder, as per instructions of the Bank and as may be required by the Bank from time to time.

3. **General Covenants**

- 3.1 That the Bank in consultation with the SP , would identify the branches to do such loans.
- 3.2 That subject to the other terms and conditions of this arrangement will be valid for a period of 1 year from the date of the execution of this Agreement and will be reviewed half yearly.
- 3.3 It is agreed between the parties that in order to ensure proper end use of funds
- 3.4 The SP hereby agrees that the public shall have the freedom to use banking facilities by approaching the Bank directly even though the ~~Business Correspondent~~ SP or its representatives is available in that locality. SP shall not directly or indirectly create any hindrance / obstruction among the public that the Bank cannot be approached for any banking services other than through the Business Associate.
- 3.5 The SP hereby agrees that while providing the Service, the SP shall:
 - (a) Observe the best service quality standards and ensure that it renders its obligations to the satisfaction of Bank.
 - (b) Meet the various deadlines, targets and standards as mutually agreed to, in writing, by the Parties from time to time;
 - (c) Discuss and review the progress, on a regular basis and as and when required by the Bank; and
 - (d) Perform the Services during the validity period of this MOU /Agreement.
- 3.6 SP shall ensure that their agents/employees/sub-contractors, are holding minimum qualifications of 12th pass for selecting them in the capacity of agent or employee.

Otherwise, SP shall obtain prior concurrence from the Local Head Office/Corporate Centre of the Bank. SP agrees to ensure that: -

- (a) Regular services are offered to the customers at the service outlets /identified branches of the Bank.
- (b) SP's agents/employee/sub-contractors 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 products offered etc.
- (c) SP adhere to extant instructions on Fair Practices Code for lending. It is essential that they refrain from action that could damage the integrity and reputation of the Bank.
- (d) They shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts if any, 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) SP shall ensure that due diligence is done on selected agents/ employees and obtain their police verification before their appointment.
- (f) Shall not engage in levying service charges over and above the Bank's advised rates. SP will be liable for any such actions of agents/employees/sub-contractors.
- (g) SP is having interoperable devices with updated specifications released by the Bank/IBA/RBI or any other agency.

3.7 SP may render the services through Sub-Contractors subject to the condition that SP shall obtain prior written approval of the Bank before engaging Sub-Contractor(s). Notwithstanding approval of the Bank for Sub-Contracting SP shall remain liable to the Bank for acts/ omissions of Sub-Contractors. Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records. In the event of sub-contracting, the SP shall ensure that suitable documents including confidentiality agreement are obtained from the subcontractor and the SP shall ensure that the secrecy and faith of Bank's data/processes is maintained.

3.8 In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

3.9 SP shall adhere to the performance standards in respect of services and products under the MoU.

- 3.10 SP understands and agree that the Bank shall have the sole right to accept or reject any application submitted for loan without giving any reason thereof.
- 3.11 In the event any legal proceedings are initiated by the employees, staff, agents of the SP against the Bank or the Bank is made a party in any proceedings, the SP shall implead itself as a party therein and ensure that the claim/case against the Bank is defended/extinguished/ dismissed immediately. All costs and expenses in this regard including Attorney's fees shall be borne by the SP. The SP shall indemnify and keep the Bank indemnified ~~by the Bank~~ in this regard to the full extent.
- 3.12 The SP shall verify the antecedents of the personnel it desires to engage for provision of the Services and shall ensure that it does not engage or continue to engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Services

4 Representations and Warrants:

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
- 4.2 SP 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.
- 4.3 The person(s) signing this agreement on behalf of the SP have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. SP has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.5 Bank 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') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the SP, for use related to the services to be provided under this Agreement.
- 4.6 SP will provide such cooperation as the Bank reasonably requests to give full effect to the provisions of this Agreement.
- 4.7 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.

5 Maintenance of Records by SP AND Monitoring/Inspection by the Bank.

- 5.1 SP 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 & backup of all records, accounts including documents etc.
- 5.2 The SP shall maintain the records, registers, accounts and documents relating to the customer /borrower information in such manner so that those can be isolated, identified and segregated and the SP shall protect the absolute confidentiality thereof.

- 5.3 SP specifically agrees that the Bank shall be entitled to inspect and audit the records maintained by SP through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and SP hereby undertakes to promptly produce all records and information required for this purpose / for the purposes of inspection and audit. SP 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 SP in connection with the services performed by SP for the Bank.
- 5.4 Further, SP 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 SP. SP 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 by RBI upon the Bank, and the Bank is required to pay such supervisory fees to RBI, SP shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.
- 5.5 The Bank shall have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 5.6 The Service Provider 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 in this regard.
- 5.7 The Service Provider agrees that the Complaints/feedback, if any received from the customers / borrowers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider
- 5.8 SP shall bear all expenses / costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI.
- 5.9 SP specifically agrees that the Bank has full right to monitor and assess the performance of services by SP and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the SP in writing and SP agrees to rectify the deficiencies or to ensure compliance of the instructions of the Bank within a fortnight of receipt of such information. Non-rectification of such deficiencies by the SP within the stipulated period will result in termination of agreement / undertaking by the Bank.
- 5.10 SP agrees to prepare and produce by a 'Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the SP to the Bank, latest within one month from the date of execution of the agreement. SP 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 SP.

- 5.11 SP will comply with all the directions of DFS/IBA/RBI applicable for the Business Associates. The requirement of DFS/IBA/RBI will be mandated to the SP from time to time. The SP is obliged to implement the same within allocated time failing which the understanding will be automatically terminated.

6 Confidentiality:

6.1 SP is aware that all information disclosed to the SP by the Bank including the customer information and information relating to the loan account of the borrower and all records, accounts, documents maintained by SP are strictly confidential in nature and having regard to the sensitive nature of the information and records, SP hereby 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 SP would ensure for its own confidential & sensitive information. SP shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents, representatives and Sub-Contractors as the case may be to ensure compliance with confidentiality obligations of SP.

6.2 SP shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied. SP shall also ensure that confidential information, directly or indirectly, is not disclosed without prior written consent of the Bank.

6.3 In the event that SP 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.

6.4 SP 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 as per clause 5.1 above by SP or its employees, agents, representatives, Sub-Contractors. SP further agrees to make good the loss suffered by the Bank due to violation of any terms and conditions of this undertaking upon first demand by the Bank which shall be final, conclusive and binding on SP.

6.5 SP specifically agrees that the confidentiality obligations of the SP in terms of this agreement shall survive till termination of this agreement.

6.6 SP agrees that the products and services of other Banks or Financial Service Providers that are competitive to the Bank's products will not be provided at the service outlets.

7 AADHAR RELATED OBLIGATIONS

7.1 The SP hereby agrees and undertakes that if the SP and/or any SP's staff obtains or collects the Aadhaar Details of any customer, it shall do so only after ensuring that such collection of Aadhaar Details and purpose thereof are permitted by applicable law;

7.1 If Proof of possession of Aadhaar or Aadhaar number is obtained/ collected, the SP shall ensure that the Aadhaar number is redacted or blacked out in compliance with extant laws and / or regulatory guidelines, adequate and prior informed consent from the said customer is obtained in accordance with the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the relevant regulations prescribed thereunder and the Prevention of Money Laundering Act, 2002 and the relevant regulations prescribed thereunder and any other notification, circular or guidelines, prescribed by the relevant authorities under the said acts including by the Reserve Bank of India (RBI) and/or the Unique Identification Authority of India (UIDAI). The SP shall ensure that the said consent is stored for as long as the same may be required by law and the SP shall forthwith furnish the said consent for any such customers, to the Bank, as and when may be required by Bank.

7.2 The SP expressly undertakes and confirms that it shall not store the Aadhaar number or Virtual Id in any manner whatsoever.

7.3 The SP shall at all times comply with applicable law including the aforesaid Acts, regulations, rules and guidelines and circulars, including in relation to the safeguards and measures.

7.4 The SP expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, notices, damages, fines, penalties, losses, costs, expenses, attorneys' fees, together with taxes from time to time, incurred or suffered by the Bank in respect of any breach by the BC and/or any BC's staff of the undertakings given in this clause by the BC.

8 Relationship between the Parties.

8.1 It is specifically agreed that the SP 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.

8.2 Neither SP nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank. None of the employees, representatives or agents of SP shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

9 Compliance with Laws by SP:

9.1 SP hereby agrees and declares that it shall be the sole responsibility of SP to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by SP as envisaged under this agreement.

9.2 SP shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.

9.3 SP shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and Sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus, Insurance or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

9.4 SP 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. Further, the persons executing this agreement on behalf of the SP have full authority and power to execute this agreement and bind SP.

9.5 In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

10 Fees, Taxes Duties & Payments:

10.1 It has been agreed between the parties that an all-inclusive fee as per Annexure G. (inclusive of all applicable taxes) on loan sourced by SP and sanction and disbursement by the Bank, payable at monthly intervals to the SP. That no separate fees for sourcing to be paid to the SP. That the SP fee shall be payable based on calculations done by the Bank and submission of claim by SP in the following month.

10.1 Taxes on the fees payable to the SP at the applicable rate shall be deducted as TDS and for GST.

10.2 All expenses, stamp duty and other charges expenses in connection with execution of this MOU/agreement shall be borne by SP

11 General Indemnity:

11.1 SP 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 SP or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of SP. SP 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 SP.

11.1SP further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives 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.

11.2The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider or its employees, agents, representatives, Subcontractors, deliberate or otherwise and this includes against intangible/ reputation losses.

12 Term & Termination

12.1The Bank as well as SP 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 SP, all records, information including documents etc. shall be returned by SP to the Bank as per instructions of the Bank.

12.2 The Bank shall have a right to terminate the agreement immediately by giving a notice in writing to SP in the following eventualities:

- a) If any Receiver/Liquidator is appointed in connection with the business of the SP or SP 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 SP.
- b) If SP applies to the Court or passes a resolution for voluntary winding up of SP or any other creditor / person files a petition for winding up or dissolution of SP.
- c) If SP 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 SP as envisaged under this agreement.
- d) If any acts of commission or omission on the part of SP or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the

Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

- e) If SP is owned/ controlled wholly/ partly by any other bank operating in India.
- f) If any officer/ employee/ director of SP or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director/ officer or employee of the Bank.

12.3 In the event of the termination of the agreement by the Bank pursuant to clause 10.1 herein above, SP shall be liable and responsible to return all records and information in its possession as envisaged under clause 10.2 above.

12.4 The Bank will have exclusivity at the Customer Service Points of the SP for the Business Associate arrangement. Accordingly, an outlet of the Business Associate sourcing business for the Bank should not source any banking/financial product for any other Bank/Institution.

12.5 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

12.6 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new service provider 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.

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

- a) All such rights and obligations as may have accrued during the period of this agreement shall continue to bind the parties till such rights and obligations are completely discharged.
- b) the obligation of confidentiality; and
- c) Any right which a Party may have under the Application Law.

13 Governing Laws & Jurisdiction:

13.1 The agreement shall be governed and construed in accordance with the Laws of Republic of India.

13.2 The parties agree to submit to the jurisdiction of the appropriate court in Mumbai in connection with any dispute between the parties under the agreement.

14 Notices:

Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail or courier to the relevant address sent forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if sent by Post/courier).

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 this 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 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.
- 15.4 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.
- 15.5 The SP 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.
- 15.6 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.

- 15.7 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.
- 15.8 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- 15.9 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 15.10 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the written 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.
- 15.11 The SP 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 and shall stop using the name logo, trade mark of the Bank immediately on termination of this agreement, if any such approval was granted by SBI.
- 15.12 The SP agrees not make any representations or statements on behalf of the Bank and shall not enter into any contracts on behalf of the Bank with any party/parties.
- 15.13 The SP shall not sell or assign the Agreement and/or any of its obligations under this Agreement to any third party without the prior written consent of the Bank.
- 15.14 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.
- 15.15 SP shall ensure that all the appointed agents or employees undergo mandatory training and certification as per the policy decided by the Bank.
- 15.16 SP ensures that his agents or employees conduct all the Banking transactions online on real-time basis and provide printed receipt for all transactions to customers.
- 15.17 SP ensures that agents or employees employed in the outlet wear the standardized uniform like Jacket, Cap; carry ID Cards and display information relating to Service Charges recoverable from customers, Do's & Don'ts for customers; contact details of Link Branch and BA; and Working hours appropriately.

16. Powers To Vary or Omit Work

- 16.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider 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 Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 16.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

17. Dispute Redressal Mechanism & Governing Law

- 17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 17.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall seek appropriate civil remedy with the competent Civil Courts located a Mumbai, India. The Civil Courts at Mumbai, India shall have exclusive jurisdiction in this regard.
- 17.3 Service Provider shall continue work under the Agreement during the civil court proceedings, unless otherwise directed by the Bank or unless the matter is such

that the work cannot possibly be continued until the decision of the civil court is obtained.

- 17.4 This Agreement shall be governed by laws in force in India. and all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.
- 17.5 In case of any change in applicable laws 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, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

18. **Force Majeure**

- 18.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 18.2 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, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 18.3 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.
- 18.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party 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 Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

19. **Others:**

- 19.1.1 SP ensures that authorized agent/employee having Bank allocated code only will access the system and any deviation from this practice will call for necessary action including termination.
- 19.2 SP provides copy of agreement between SP and their agents, regarding engagement of agents, at the respective Regional Offices / LHOs / Corporate Centre.



- 19.3 The commission payment to SP and their agents/employees is done centrally within 15 days of subsequent month as per the mandate provided by the SP to the Bank.
- 19.4 SP will agree to compensate the bank / customers for acts of omission or commission of the agent/employee employed by him.
- 19.5 SP keeps Escalation Matrix in place for complaints and issues faced by agents and Redressal mechanism should also be in place for addressing the grievances of agents.
- 19.6 SP ensures adequate overview and monitoring on the functioning and operations at the outlet.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

Signed and delivered by

Signed and delivered by

Shri.....

Shri.....

For and on behalf of
M/s _____ (SP)

For and on behalf of
State Bank of India

In the presence, of

In the presence, of

.....
(Name & Designation)

.....
(Name & Designation)

Schedule A

Scope of Work for Category B -BA

One or more activities from Sourcing to Disbursement for Loans upto Rs.50.00 Lacs

- i. Sourcing fresh loans based on criteria specified by the Bank for applicable loan.
- ii. Obtaining KYC documents, completion of KYC before submission of loan applications to the Branches.
- iii. Assistance in Pre-sanction inspection and assistance in documentation and related formalities as and when required by the Bank.
- iv. Assist designated Branch/RACC/SMECC in disbursement of these loans to the borrowers.
- v. Assist in providing loan utilisation certificate / determining proper end-use of funds.

APPENDIX-G

Maximum Loan Amount under individual product per borrower: Rs.50.00 Lacs

Remuneration/commission to be paid for proposed services to be rendered by Business Associates

PROPOSED REMUNERATION STRUCTURE FOR BA_s	
Any activity from Sourcing to disbursement (To be paid post sanction/ disbursement only)	
Limit Brackets (Monthly Sourcing)	New Loans
=< Rs. 1 Crores	0.55%+ taxes
> Rs.1 Crores =< Rs.2 Crores	0.75%+ taxes
> Rs.2Crores =< Rs.3 Crores	0.90%+ taxes
> Rs. 3 Crores =< Rs.5 Crores	1.10%+ taxes
> Rs. 5 Crores	1.45%+ taxes

Payment will be made every month to the service provider.

Appendix H: The basket of products restricted for BAs to tap the market.

Agri Product Line: Maximum Loan Amount under individual product per borrower:
Rs.50.00 Lacs

Sr No	Name of the Product
1	Agriculture Infrastructure Fund (AIF)
2	Agri Enterprises Loan (PSL)
3	PM Formalization of Micro Food Processing Enterprises (PMFME)
4	Self Help Groups (Non- NRLM)
5	ABAL (Asset Backed Agri Loans)
6	ACABC (Agri Clinics and Agri Business Centres)
7	PRODUCE MARKETING LOANS (Non- Small & Marginal Farmers)
8	Agri Allied Term Loans
9	Kisan Samriddhi Rinn