



EMPANELMENT AS BANK'S RECOVERY AGENTS/ ENFORCEMENT AGENTS

	Particulars	Timeline
1.	RFP Ref No and Issuance Date	CMRD/48/2023-24/174/F-Empanelment dated- 02.12.2023
2.	RFP Coordinator Name, contact details (Bank)	1. Mr. Kailash Soni General Manager –CMRD Department 2. Email: cmrdho@rrbubkgb.in 3. Postal Address: General Manager CMRD Department Head Office Uttarbanga Kshetriya Gramin Bank Shibbari Road, Cooch Behar West Bengal, Pin-736101
3.	Last Date of Receiving Written Request for Clarifications Before the Pre-bid Meeting	12.12.2023
4.	Last Date of Submission of RFP Response (ClosingDate)	21.12.2023 before 3 PM
5.	Eligibility/Technical Bid Opening Date	21.12.2023 at 4 PM
6.	Tender Fee (Non-refundable)	Rs. 2000/- (Rupees Two Thousand only) DD/ Banker Cheque in favour of Uttarbanga Kshetriya Gramin Bank, Payable at Coochbehar.
7.	Earnest Money Deposit	Rs. 20000/- (Rupees Twenty thousand only) in form of DD/ Banker Cheque in favour of Uttarbanga Kshetriya Gramin Bank, Payable at Coochbehar. It is refundable to those who are not selected for empanelment.

Introduction

Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Uttarbanga Kshetriya Gramin Bank (“the Bank”) to empanel Recovery Agent/ Enforcement Agent on Bank’s Panel for collections of Bank dues.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the solution / services. The provision of the solution / services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of solution / services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited

to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

Recipient Obligation to Inform Itself

The Recipient 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.

Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection 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 nor would it be construed as any investigation or review carried out by a Recipient. The Recipient 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.

Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

Definitions

- Bank, means "Uttarbanga Kshetriya Gramin Bank".
- RFP means this "RFP Document"

- Recipient, Respondent and Bidder, Vendor, Service Provider means “Respondent to the RFP Document”.
- Tender means RFP response documents prepared by the Bidder and submitted to Uttarbanga Kshetriya Gramin Bank.

Uttarbanga Kshetriya Gramin Bank invites expression of interest from the eligible entities for the purpose of empanelment as Recovery Agent/ Enforcement Agent on Bank’s Panel.

A.

1. Applications for Empanelment of Agents

- a) Applications should be submitted as per Annexure-I for Empanelment of Recovery Agent/ Enforcement Agent on Bank’s Panel for handling recovery action in NPA accounts.
- b) All the applications for empanelment have to be submitted in sealed envelope to the below specified address. Soft copy of presentation/ proposal in ppt / pdf format containing Introduction of Company, Experience and Capability in Recovery/Resolution Services, experience in recovery of bulk portfolio have to be submitted in CD/Pen drive or through e-mail.
- c) The sealed applications will be opened by Settlement Advisory Committee (General Manager Level) and a list of all such applications will be prepared for scrutiny and will be kept in the record. All applications will be scrutinized by the Committee to ascertain that the applicants meet the eligibility criteria. Any applicant not fulfilling the eligibility criteria will be rejected at scrutiny stage.
- d) All the scrutinized applications which are found to be eligible will be evaluated for its empanelment with Bank.

2. Eligibility Criterion

- a) Constitution of the Enforcement/Recovery Agent/Resolution Agency should preferably be a Company or Registered Partnership firm. Any Proprietorship concern would be considered exceptionally depending upon their past track record, expertise in the recovery front, etc. which shall be decided on case to case basis by the respective allotment committees.

- b) Agency should be identified as an Enforcement/Recovery Agent/Resolution Agency for a period of not less than a year or have taken / successfully completed assignment/s of recovery in bulk portfolio with any of the PSBs (Public Sector Banks)/Private Banks/NBFC.
- c) Promoters / Employees must have completed 100 hours mandatory training meant for Debt Recovery Agents (DRA) unless specifically exempted.
- d) The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy. There should be adequate safeguards built in its systems to ensure that it is protected against unauthorized access, alteration, destruction and disclosure.
- e) The conduct of the bank accounts of the entity as well as its promoter/ directors should be satisfactory.
- f) Further, the vendor shall not have been debarred / blacklisted by any Indian / Foreign BFSI, Scheduled Commercial Banks, Regulatory Authorities, Central / State Government departments / agencies, Public Sector Undertakings at the time of application. The firm shall provide a suitable declaration to this effect.
- g) Agency having empanelment with Central Bank of India and or UBKGB with satisfactory track record will be given preferences.
- h) Agency with women staff will be given weightage for selection over and above the other agencies having no women staff.
- i) Agency having office in the jurisdiction of Bank (Five Districts of North Bengal i.e. Cooch Behar, Jalpaiguri, Alipurduar, Darjeeling and Kalimpong) will be given priority over the Agencies having outside offices.

(Eligibility criterias should be backed by proper supporting documents)

While scrutinizing the applications the point wise compliance will be checked as described in the table below:

	Criteria	Supporting Documents Required
1	Should be a Joint Stock Company or Registered Partnership firm or LLP. Application of Proprietorship concern may be considered only in exceptional cases	Certificate of Incorporation, AoA, MOA, KYC and DIN of directors in case of Company, Partnership Deed, KYC of partners, Bank account statements, GST (if any) in case of Partnership firm, Professional license,

		KYC, Bank account statements, GST (if any) in case of Proprietorship account.
2	should be identified as an Enforcement/Recovery Agent/Resolution Agency for a period of not less than a year or have taken / successfully completed assignment/s of recovery in bulk portfolio with any of the PSBs (Public Sector Banks)/Private Banks/NBFC.	Credential letters / Contract orders / Supporting documents
3	Promoters / Employees must have completed 100 hours mandatory training meant for Debt Recovery Agents (DRA) unless specifically exempted	Declaration / Certificate
4	The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy. There should be adequate safeguards built in its systems to ensure that it is protected against unauthorized access, alteration, destruction and disclosure.	Declaration certificate
5	The conduct of the bank accounts of the entity as well as its promoter/ directors should be satisfactory.	CA Certificate /Declaration
6	Should not have been debarred / blacklisted by any Indian / Foreign BFSI, Scheduled Commercial Banks, Regulatory Authorities, Central / State Government departments / agencies, Public Sector Undertakings at the time of application.	Declaration certificate
7	Financial Soundness (Financial Indicator as provided in Annexure-I)	Audited Balance sheet or CA Certificate
8	Should have fulfilled its tax obligation to the Government	Company Secretary or CA certificate

3. Empanelment –

3.1 Evaluation process / Technical Evaluation of Eligible Applicants –

- a) After qualifying the eligibility criteria, the applicant's profiles will be placed before **Settlement Advisory Committee (General Manager Level)** for evaluation of the applicants.
- b) Evaluation will be done as under –

The evaluation methodology has been developed to assess the technical and practical competence of the applicants and to facilitate the selection agent that appropriately meets the business requirements of the Bank. In addition due diligence process shall also be carried out in the evaluation process.

The parameters for evaluation are as under:

1. Constitution of Recovery/ Enforcement Agency.
2. Date of Incorporation. Experience and performance in related field.
3. PAN No and Account details and statement of Recovery/ Enforcement Agency
4. Empanelment with Other Banks and performance there in.
5. Area of Operation and presence of office in the jurisdiction of 5 districts of Bank along with address.
6. 100 hours Training Certificate
7. No of staff/ agents engaged for Recovery, their expertise, training and other behavioural and reputational quality.
8. Prsence of Female staff engaged for Recovery purpose.
9. Trade License
10. Police Verification Certificate
11. P. Tax Registration, Income Tax Return along with Audited Balance Sheet and GST Registration
12. IIBF Result and Certificate
13. Proposed Agency/ Agent should not be Blacklisted by any PSU Bank.
14. Any other parameter which may provide due weigtage for empanelment.

Note : Evaluation / Due diligence will be done based on available Documents / Information and any other supporting documents submitted by the applicant or any other sources deemed appropriate by the committee.

- c) Based on evaluation of proposal and deliberation in respect of each Agent, **Settlement Advisory Committee (General Manager Level)** shall empanel agencies / agents for allotment of portfolio.
- d) **Settlement Advisory Committee (General Manager Level)** will record its observations in respect of strength of the agents / suitability of agent for the nature of Portfolio.
- e) The **Settlement Advisory Committee (General Manager Level)** will be as under-
 1. General Manager-Credit (Chairman of the Committee)
 2. General Manager (other than credit department) (member)
 3. In-Charge of CMRD Department (member)
 4. Other designated Officer of Head office (member)
 5. Law Officer of Head Office (member)

(Quorum of 3 members with compulsory participation of General Manager-Credit)

Decision of the Committee in this regard shall be final and binding.

- f) The Recovery/ Enforcement/ Resolution Agent found eligible shall be informed about its empanelment and thereafter an Agreement between the Bank and the Agent will be executed stipulating thereby all the terms conditions of Empanelment.
- g) Empanelment with the Bank shall not confer upon any right, claim or entitlement of compulsory allotment of any account or bunch of accounts. Allotment of the loan accounts (NPA) shall be the absolute discretion of the Bank and will be decided purely on business consideration.
- h) The empaneled Agent shall not disclose any information relating to the Bank without due authorization. It shall also execute Non- Disclosure Agreement (NDA) as mandated by the Bank.
- i) On acceptance of the terms of empanelment, after execution of agreements stated above, the Bank shall include the agency in its panel of Recovery/ enforcement/ Resolution Agents.

4. **Empanelment Period**

The empanelment will be valid for a period of one year from the date of empanelment. However bank may at its discretion may extend the empanelment period, or renew the empanelment for such period as may be decided by Settlement Advisory Committee (General Manager Level)

The empanelment shall be open for review by the Bank and liable to termination, suspension, or any other such action at any time, if considered necessary by the Bank on Fifteen days' notice to the agency. However the empanelment may be terminated by the bank with immediate effect in the following circumstances:

- Material breach of terms of agreement, obligations/undertakings.
- Violation of any rules and regulations fixed by the Regulatory Authorities.
- Gross irregularities in assigned work

The Power of termination / extension of empanelment of Agent shall vest with Settlement Advisory Committee (General Manager Level), and whose decision in this regard shall be final and binding

Bank may decide the periodicity for re-verification of antecedent of the employees engaged by the Agent.

5. **Allotment of Portfolio-**

Branch Manager shall identify accounts on the basis of type of Advances/ Nature-Secured or unsecured/ ticket size / Number of accounts/ geographical concentration/ IRAC status/ Age of NPA etc. On receipt of approval from Regional Manager, shall allot list of accounts to Enforcement/ Recovery Agency with

a copy to Regional Office. Regional Manager or any higher Authority may also allot list of accounts to Enforcement/ Recovery Agency.

Identified accounts should not contain accounts sanctioned by respective allotment authority.

6. Public Grievance Redressal:

Grievance of borrowers with regard to the recovery process shall be governed by the Bank's Policy on Grievance Redressal Mechanism

B. Terms & Conditions for Allotment of Portfolio to Enforcement/Recovery Agent/Agency

1. Scope of Work:

- The primary onus in initiation and continuation of Recovery Action in allotted portfolio.
- Formulation of Account wise strategy and suggest suitable action viz. OTS, Suit filing, Attachment of unknown personal properties of borrower/guarantors.
- Collect personal and financial information from public domain/ Social Media for assessment of borrower/guarantor repayment capacity.
- Recovery of full contractual dues.
- To bring borrower to table for resolution of account as per banks existing OTS schemes.
- Provide related MIS to Bank periodically.
- In some of the cases, where the borrower might not have received the details about the agent due to refusal / non-availability / avoidance and to ensure identification, it would be appropriate if the agent carries a copy of the notice and the authorization letter from the bank along with the identity card issued to him by the agent.

2. Portfolio Allocations

- The Selected Agent shall be provided with lists of all allotted Accounts
- All the Policy and schemes of the bank relevant for the recovery / resolution will be made available to the selected agent by Regional Offices. If needed training will be provided by Bank.
- After receiving allotment, the selected agent shall contact Branch/ Regional Offices and collect necessary details of the allotted accounts.
- The Branch/ Regional Offices, while providing account wise details to the Selected agent, will identify such accounts where recovery/ resolution are not eligible for payment of fees/charges/commission to the agent. Regional Office will cross verify the identified accounts and inform agent accordingly.

- Branches will issue notice to borrowers in standard format giving details of agent along with phone numbers and grievance redressal mechanism available to borrower.
- Agent should ensure that there is a tape recording of the content / text of the calls made by recovery agents to the customers, and vice-versa and branch to take reasonable precaution such as intimating the customer that the conversation is being recorded, etc
- Regional Office will preserve call recording.
- The engagement/allotment of portfolio to Enforcement/Recovery Agent/Agency shall be for a period of 12 months from the date of acceptance of allotment and to be renewed thereafter based on past performance.

3. Operational Work

It shall be mandatory for the empaneled Agents to:

A: Submit the following periodically (Periodicity will be decided by the bank)

- a. Post Visit Personal Information Memorandum
- b. Visit Report / Call Records with gist of discussion
- c. An invoice for commission payable with taxes (shown separately).
- d. Item wise list of billing shall be provided along with invoice for verification.

B: Achievement of Milestone as specified.

4. Other key areas including skip tracing

- Agency needs to develop systems to prevent any frauds internally or externally. They should ensure that all the employees must adhere to bank practices with regards to fraud management
- Skip tracing: The agency should help in the process of improving customer's contactability/whereabouts. For this, the agency should use external databases and other medium using internet (including social media), telephone and other means.

5. Regulatory & Compliance

- RBI's and BCSBI's guidelines on Fair Practices Code for Lenders and IBA's Model Code for Collection of Dues and Repossession of Security (CDRS Code) shall be adhered to, wherever required, by the Recovery Agency.
- IBA's Model Code for Collection of Dues and Repossession of Security (CDRS

Code) shall be adhered to by the Agency. The guidelines in this respect are also available at the Bank's website.

- It is to be ensured that the guidelines of RBI/ IBA/BCSBI along with Bank guidelines on the subject are adhered to meticulously.
- The Agent shall comply with all statutory requirements under the central and local laws in all matters relating to the establishment and security of its employment.
- The Agent shall be subject to Audit either by Bank officials or by outside auditors, at any point of time, to ensure compliance with RBI directions that the enforcement agents do not induce adoption of uncivilized, unlawful and questionable behaviors in recovery process.
- The agent shall indemnify the bank for all or any financial loss or other penal consequences for any of its acts.

6. Outsourcing Clause

- The Agency shall execute a formal Agreement for terms of engagement and also a Non-Disclosure Agreement (NDA) as mandated by Bank.
- Agencies are expected to provide details of persons employed by the Agency for Bank's Work and ensure compliance of all statutory and regulatory requirements related to their engagement for bank's assignment. An undertaking to the effect that due diligence in respect of all such employees like KYC, Police Verification etc is completed is to be submitted.
- The Agent/Agency should follow "Fair Practice Code" given in RBI circular No DBOD.Leg.No. BC.104/09.07.007/2002-03 dated 5th may 2003 and circular No DBOD.No.BP. 40/21.04.158/2006-07 dated 3rd November 2006 and DOR.ORG.REC.65/21.04.158/2022-23 dated 12th August 2022 regarding outsourcing of financial services.
- The Agent/Agency should follow "Code of Banks Commitments to Customers" (BCSBI code) pertaining to collection of bank dues.
- The Agent/Agency shall follow various rules and timeline prescribed by regulatory authorities for collection of dues.
- On acceptance of the assignment, the bank shall notify the name of the Agent/Agency as Enforcement/Recovery Agency/Agent, on its website for information of public at large.

7. Payment of Fees:

- a. The agent shall raise an invoice on quarterly basis for commission payable with taxes (shown separately). Item wise list of billing shall be provided along with invoice for verification.
- b. Fees payable to Agent will be on the terms and conditions approved by the Competent Authority.
- c. The bill/ invoice for services shall be submitted to concerned Regional Office duly recommended by Branch Manager.
- d. The commission payable shall be on “success basis” and no other fees /charges shall be payable except fixed charges agreed by Bank. The agency shall raise an invoice on quarterly basis for commission payable with taxes (shown separately). Item wise list of billing shall be provided along with invoice for verification.
- e. Regional Office officials after due verification/ scrutiny of claims will place the same before Regional Manager for its approval.
- f. Payment to agency shall be done by Regional Office only after its approval by competent Authority i.e. Regional Manager.
- g. Portfolio wise/Agency wise fees paid shall be informed to CMRD Department Head Office on quarterly basis by Regional Office.

8. Recovery eligible for payment of commission:

- a. Pure cash recovery after the date of allotment including recovery by settlement/OTS, sale of assets under SARFAESI, sale of assets through Court, DRT will be eligible for calculating payment of commission.
- b. In the accounts where the recovery action viz. SARFAESI/DRT/Auction etc. are in advance stage at the time of allotment of account, no commission will be payable to the agent for recovery in such particular account although the portfolio of similar loan profiles has been allotted to the concerned Agent. Branch Offices at the time of providing the account wise details of allotted portfolio, will inform and mention about such accounts and will exclude such accounts strictly before the concerned Agent starts its recovery work. Payment of fees/ commission cannot be denied for recovery in any account on such ground if the same was not informed in writing to the agent . Amounts transferred from banks internal/ deposit accounts, without any efforts on part of agent, shall not qualify for

- payment of commission.
- c. Subsidy / Insurance claim / any other amount received from Government/ Government agency shall not qualify for payment of commission.
 - d. Settlement approved by Bank, prior to acceptance of assignment, where recovery are forthcoming shall also not be eligible for payment of commission.

9. Termination:

Bank may terminate the services of Agent by giving 15 days' notice in following eventualities:

- a. On failure of reaching the recovery targets of two milestones. However, while calculating achievement of enforcement/recovery agent/agency, bank may take into account all the accounts entrusted to Agent.
- b. On coming to know gross irregularities, material breach of terms of agreement, violation of IBS Model code of conduct by its employees engaged in recovery or any other matter/incidence bank feels warrants termination of agency/agent agreement with company.
- c. The Bank reserves the right to terminate the agreement at any point of time, duly compensating the Agent for work completed prior to such termination.
- d. Bank reserves the right to withdraw any account (s) out of the allocated pool/portfolio by giving 15 days' notice without assigning any reason.
- e. However, in case of gross irregularities, mismanagement, violation of norms and terms & conditions, corruption, demeaning the reputation of bank, bank will have the liberty and right to terminate the empanelment, agency forthwith and sever any kind of relationship with immediate effect.

The Power of termination of allotment of portfolio shall vest with committee who has approved such allotment of portfolio or above and whose decision in this regard shall be final and binding.

10. Dispute Resolution:

- a. The Agent and Bank through its CMRD Department shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract.

- b. Any dispute as to empanelment, allotment of loan portfolio or payment of commission shall be taken up with GM, CMRD Department, Head Office where representation of agent shall be heard. Decision shall be binding on both bank and the Enforcement Agent.
- c. Subject to the above, any dispute / litigation shall be subject to jurisdiction *of courts in West Bengal.*

Recovery/ Enforcement Agency empanelled will be responsible to help Bank in its recovery efforts and to effect recovery of the dues of the Bank from the borrowers and or guarantors. RA/ REA empanelled will be paid commission which will be a percentage of the recovery effected. The terms and conditions will be intimated on case to case basis to the RA/ REA and no correspondance in writing will be entertained as to the status of application for empanelment.

Eligibility criteria stated above are not absolute and limiting the Bank's discretion. The Bank is entitled to take into consideration other qualitative and reputational factors for empanelment.

Bank reserves the right to empanel any party/ person at its discretion. Bank also reserves the right to reject any offer without assigning any reason.

Interest parties/ persons may submit their offers by 11.12.2023 up to 5 pm. The offer should accompanied with Biodata/ Business particulars and details of professional/ business experience, if any, in related areas.

Selected Agencies shall has to execute and sign Service Level Agreement (SLA) as per specified format as provided by Bank and alongwith acceptance of offer of Employment.

Address for submission:

The General Manager, CMRD Department
Head Office, Shibbari Road,
Cooch Behar, West Bengal, Pin- 736101

The following documents/information should be enclosed:-

1. Brief Profile of the Firm/Company along with Account details.
2. Bio-data of the Proprietor/Partners/Directors
3. Copy of the Partnership deed/Memorandum and articles of association, Board Resolution.
4. Infrastructure available
5. Details of services offered
6. List of addresses of the offices/Branches
7. Experience in the line of activity with supportive documents
8. An undertaking to the effect that due diligence in respect of all such employees like KYC, Police Verification etc is completed is to be submitted.
9. Latest financial statements (for 3 to 5 years)

10. References of two respectable persons

Disclaimer:

UBKGB is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this request for empanelment of RA does not commit or otherwise oblige UBKGB to proceed with any part or steps of the process.

Subject to any law to the contrary and to the maximum extent permitted by law, UBKGB and its Board of Directors / Officers/ Employees/ Contractors/ agents and advisors disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this request for empanelment of RA application document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of UBKGB or any of its Officers, employees, contractors, agents or advisors.

The Bank reserves the right to reject any application for empanelment of Recovery Agent/ Agency process without obligation.

**General Manager
Uttarbanga Kshetriya Gramin Bank
Head Office, Cooch Behar**

Application Format

To,
 General Manager
 Head Office,
 Uttarbanga Kshetriya Gramin Bank
 Shibbari Road, Cooch Behar, Pin- 736101

Application for Empanelment as Enforcement / Recovery Agency /Agent

1	Name of the Applicant Agency	
2	Constitution (please enclose documentary proof) a) Date of Incorporation/commencement of business operations b) Registration/ Trade License Number	
3	Address of Head Office with contact details of key persons	
4	Phone number / Mobile number	
5	Area of operation (Name of the Districts of West Bengal)	
6	Operating as Recovery/ Enforcement Agent since.	
7	Name of Banks presently enlisted with as Recovery/ Enforcement Agent / Agency Recently handled portfolio	
8	Permanent Account Number (PAN), Goods and Services Tax Number, Bank Account Details	

9.	Name	DIN	PAN	Aadhar No	Age	Qualification	Experience if any
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Name of Proprietor /Partners / Directors							
Name of key functionaries							

(Copies of Identity and Address Proof of the Proprietor / Partners / Directors / Bank A/c Statement of the agency for recent 6 months are to be enclosed.)

10. Financial Indicators:

Financial Indicators	Previous Year (Audited)	Last Year (Audited)	This Year (Estimated)
a. Equity Capital			
b. Tangible Net Worth			
c. Net Profit			

(Copies of last two Audited Balance Sheets to be enclosed)

11. Details of Infrastructure:

a.	No. of people employed	
b.	No. of people engaged in Enforcement / Recovery / Collection Activities	
c.	Out of (b) district wise (Among jurisdiction of 5 districts) No. of people looking after operations	Cooch Behar: Jalpaiguri: Alipurduar: Darjeeling: Kalimpong:
d.	Out of (b) above, No of Employees	
	(i) In respect of whom police verification has been carried out	
	(ii) Who have been certified from IIBF	
	(iii) Who have necessary expertise for Audio / Video recording	
	(iv) Who have been employed on contract basis (also advise average rate of commission)	
	(v) Who have been employed on Emoluments basis (Average Salary)	
e.	Office / Branch addresses in West Bengal. Also Indicate if	

	available in jurisdiction districts of Bank.	
f.	Whether Agency having Women Staff (If yes then no of women staff)	

12. Existing Clientale:

	Name of the Client	1 st Assignment obtained on	No of Assignments		No of Assignment / Cases resolved	
			No	Amount (₹ in lakhs)	No	Amount (₹ in lakhs)
1						
2						
3						

(Supporting documents/Paper to be enclosed)

13. Whether empanelled with Central Bank of India or Previously with UBKGB: (If Yes, then give details)

14. Cases of enforcement handled / Cases resolved:

Year	Name of Account	Amount involved	Remarks on resolution

15.

Details of adverse action initiated by / pending with any institution / banks / Courts / Authority against the Resolution Agent, its proprietor/ and or partners and / or Directors (Past and present)	
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16. References –

- _____
- _____
- _____

2. _____

- I/we declare that I/we am/are ready and willing to be empaneled as Enforcement / Recovery Agency /Agent with Uttarbanga Kshetriya Gramin Bank on the terms & conditions stipulated by the Bank.
- I/we declare that all the information disclosed by me/ us are true and correct, and in case any information furnished is found to be incorrect, Bank may take necessary action as deemed fit and proper including depanelment / blacklisting from the Bank.
- That I fulfill the eligibility criteria fixed by the bank for empanelment as Recovery/ Enforcement Agency / Agent of the Bank.
- That I/We am/ are aware and understand that mere empanelment does not confer any right to me/ us to claim any assignment or any amount from the bank. The payment terms shall be fixed only at the time of allotment of loan portfolios, subject to our acceptance of such terms and conditions.
- That I/we will accept fee structure of the Bank and will not refuse any case/ account assigned to me/ us by the Bank.
- I/we declare that I/We follow the prescribed guidelines of regulatory authorities for collection of dues including “Code of Banks Commitments to Customers” (BCSBI code) pertaining to collection of bank dues and “Fair Practice Code” given in RBI circular No DBOD.Leg.No. BC.104/09.07.007/2002-03 dated 5th may 2003 and circular No DBOD.No.BP. 40/21.04.158/2006-07 dated 3rd November 2006 and DOR.ORG.REC.65/21.04.158/2022-23 dated 12th August 2022 and any other guidelines issued by RBI/DFS from time to time regarding outsourcing of financial services.

Place:

Date:

Signature of the Applicant. (with seal)

Name of Key Person_____

Designation_____Mob No. _____

Draft Copy of Service Level Agreement

AGREEMENT WITH RECOVERY AND ENFORCEMENT AGENT

This agreement entered into at _____ o n this the _____ day of _____
2023, between

Uttar Banga Kshetriya Gramin Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at Shibbari Road, Cooch Behar, West Bengal-736101, represented by its General M a n a g e r (herein after referred to as ‘the Bank’) (Which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include its successors and Assigns) of the one part.

AND

_____, Prop. _____, Reg-Office

(hereinafter called the ‘Recovery Agent/Enforcement Agent’ which expression shall unless it is repugnant to the context or meaning thereof shall be deemed to mean and include its executors and administrators and successors) of the other part.

WHEREAS

I. The ‘Recovery Agent/Enforcement Agent’ has requested the Bank to empanel it as one of the ‘Recovery Agent/Enforcement Agent’ for ‘Recovery /Enforcement of secured assets created in favour of the Bank by the borrower/s and or guarantor/s under Section 13 of the Securitization and reconstruction of Financial Assets and Recovery of Security Interest Act, 2002. And the Security Interest (Recovery /Enforcement) Rules 2002 and hereinafter referred to as the Act & Rules.

AND WHEREAS the Bank has agreed to empanel the ‘Recovery Agent/Enforcement Agent’ as one of its agents for recovery of the Bank’s dues by enforcing the aforesaid rights against the secured assets of the borrower/s and /or guarantor/s, on the terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The BANK and the RECOVERY AGENT/ENFORCEMENT AGENT do hereby mutually agree and covenant between themselves as follows: -

01. AREAS OF WORK:

The 'Recovery Agent/Enforcement Agent' agree and undertake/s to assist the Bank when an account is entrusted by the Bank in respect of borrower/s and or guarantor/s accounts (herein after referred to as borrower/s of BANK) who have defaulted in payment of money due to the BANK and make efforts to collect the dues as per specific assignments that may be given by the BANK from time to time.

02. SPECIFIC ASSIGNMENTS:

With reference to the above said jobs, specific cases/assignments will be referred by BANK with reference to the 'Recovery Agent/Enforcement Agent' which have to be carried out by the 'Recovery Agent/Enforcement Agent' to the satisfaction of the Bank. As such, this agreement does not create any right to the 'Recovery Agent/Enforcement Agent' to handle matters with reference to the above said jobs unless specific cases/assignments are referred to and handed over to the 'Recovery Agent/Enforcement Agent' by the Bank or work as mentioned in this agreement or otherwise and enter into agreement or otherwise with any other person/firm/company/organization as may be deemed fit by the Bank.

03. AGENT/S TO COMPLY WITH INSTRUCTIONS OF BANK:

The BANK will provide General / Specific Instructions / Guidelines to the 'Recovery Agent/Enforcement Agent' regarding the mode/manner etc. of executing the assignments/cases on a case to case basis as and when they are referred to the said Agent. The BANK may also emend/modify/revise such General / Specific instructions / Guidelines from time to time and the 'Recovery Agent/Enforcement Agent' shall meticulously comply with the same.

04. ISSUE OF AUTHORIZATION LETTER:

Whenever the BANK refers any specific case of a borrower/guarantor to the AGENT in terms of this agreement, the Bank will issue an Authorization letter to the 'Recovery Agent/Enforcement Agent'. The Agent shall return such Authorization letter given by the BANK to the said AGENT/S as and when demanded by the BANK notwithstanding payment/amount that may be due by the BANK to the said Agent either in respect of the work for which Authorization letter was / were issued by BANK.

05. PROHIBITION AGAINST USING PHYSICAL FORCE OR CAUSING INIURY TO PERSONS OR PROPERTIES: -

While performing the duties under this arrangement the 'Recovery Agent/Enforcement Agent' shall act in a Professional manner and take utmost care to ensure that no damage is caused to the secured assets and that the Bank or any of its Authorized Officers is not exposed to any claims from the Borrower/s guarantor/s third parties etc. the 'Recovery Agent' shall abide by the Model Code of Conduct on the recovery of Bank's dues circulated by the Reserve Bank of India from time to time.

The 'Recovery Agent/Enforcement Agent' hereby expressly agree and undertake that in respect of any type of work/assignment/case that may be referred to by Bank under this agreement, the Agent shall not use or allowed to be used any physical force and/or cause or allow injury either to the borrowers/guarantors of the Bank or to any other person or property during the course of the execution of recovery work or otherwise for any reason whatsoever including any provocation by any person. Any damage sustained out of such efforts will be borne by the 'Recovery Agent/Enforcement Agent' only.

The 'Recovery Agent/Enforcement Agent' shall confirm that it has complied with all the statutory requirements under the Central, State and Local laws in all the matters relating to the establishment and security of its employees.

06. PERIODICAL REPORTS:

The 'Recovery Agent/Enforcement Agent' shall submit report/s in such formats and for such frequency as may be specified by the BANK from time to time in respect of the work that may be referred by the BANK to the said Agent. The 'Recovery Agent/Enforcement Agent' shall provide all the information particulars, papers etc., that may be required by the BANK.

07. NOT EXCLUSIVE AGREEMENT:

The 'Recovery Agent/Enforcement Agent' very clearly understand/s that this agreement entered into between the BANK and the AGENT does not provide any exclusive right to deal with any other account of the BANK and that BANK is free to engage as many Agents whether similar to the nature of work as mentioned in this agreement or otherwise and enter into agreements or otherwise with any other person/firm/company/organization as may be deemed fit by the BANK.

08. NO RELATIONSHIP OF MASTER AND SERVANT OR EMPLOYER AND EMPLOYEE:-

This agreement does not create any relationship of Master and servant or Employer and Employee as between the BANK on the one hand and the 'Recovery Agent/Enforcement Agent' and /or the personal employed/engaged by the AGENT/S on the other. The parties expressly understand and agree that this agreement covers only specific jobs to be performed by the AGENT as and when they are assigned to the AGENT by the BANK.

09. INDEMNITY:

a) The 'Recovery Agent/Enforcement Agent' Agree and undertake to indemnify and keep indemnified, saved defended harmless, the BANK its successors and assigns at all times against all losses, costs, claims, expenses. Charges, damages, etc, whatsoever, which the BANK may suffer and/ or incur :

- i) By reason of any act or commission of the 'Recovery Agent/Enforcement Agent' and / or his/ their employee/s and /or representative/s which is contrary to or inconsistent with or in breach of the terms

and conditions of this agreement or any instructions/guidelines that may be given by BANK from time to time.

ii) Arising out of or in respect of any act or omission of the 'Recovery Agent/Enforcement Agent', its/his/their employee/s representative/s etc.

iii) For any other reason whatsoever.

b) The BANK shall not be liable or responsible for any act or omission on the part of the 'Recovery Agent/Enforcement Agent' or its/his/ their employee/s, representative/s etc. done while performing the contractual agreements which may result into criminal, civil or tortuous. The 'Recovery Agent/Enforcement Agent' shall be exclusively responsible and liable for all such acts and omissions.

10. REMUNERATION /COMMISSION PAYABLE TO RECOVERY AGENT/S: -

I. IN CASE WHERE COMPROMISE IS NOT INVOLVED:

1. Remuneration/Commission will be payable at the flat @ 3% of amount recovered out of amount due irrespective of age of NPA.
2. An incentive of 1% will be paid, if the entire due amount is recovered with-in six months.
3. The above guidelines will be applicable to all NPA accounts including Written off accounts.
4. Commission shall be payable only when the amount recovered is not less than 25% of the amount due.

The amount due to be recovered means, a) in case of non-suit filed accounts, the balance outstanding with contractual rate of interest from the date of NPA, b) in case of suit filed accounts, the suit amount with interest as claimed in the suit, and c) in case of decreed accounts, the amount of decree with interest as per decree.

II. IN CASE WHERE COMPROMISE IS INVOLVED:

1. Commission will be payable to Recovery Agents in compromised accounts, only if the following conditions are complied with:

- Where the account has been classified as Loss Assets or it is Written Off assets.

OR

- Where the age of NPA is 3 years and above.

2. The other terms will be as under: -

(a) Commission Payable will be as under:

- In case of Loss or Written Off Assets, maximum commission @5% of amount recovered out of amount due subject to ceiling of Rs. Five Lac maximum.
- In case where age of NPA is 3 years and above, maximum commission @ 3% of amount recovered out of amount due subject to ceiling of Rs. Five Lac maximum.
- Commission as above will be payable only when 75% of the amount due is recovered.
- No incentive is payable in case of Compromise Accounts.

11. REMUNERATION /COMMISSION PAYABLE TO ENFORCEMENT AGENT/S

1. COMMISSION ON SALE OF ASSETS:

(Sale proceeds (Realized Value) of Assets/Contractual dues whichever is less)

Recoveries	Commission	Maximum
Up to One Crore	3%	Rs. 3.00 lacs
Above One Crore to Five Crore	Rs. 3.00 lacs + 2.5% on recoveries above One Crore	Rs 13.00 lacs
Above Five Crore	Rs. 13.00 lacs + 2% on recoveries above. Five Crore	Rs. 17.50 lacs

2. IN CASE RECOVERIES ARE AFFCTED WITHOUT TAKING POSSESSION OF MORTGAGE PROPERTIES BUT AFTER HANDING OVER THE CASE TO ENFORCEMENT AGENCIES:

- NPA up to 5 years - 0.60% on the amount recovered.
- NPA beyond 5 years - 0.60% on the amount recovered.

3. IN CASE RECOVERIES ARE AFFCTED WITHOUT SALE WITH OR WITHOUT COMPROMISE AFTER TAKING POSSESSION OF MORTGAGE PROPERTIES:

- NPA up to 5 years - 1.2% on the amount recovered.
- NPA beyond 5 years - 1.8% on the amount recovered.

4. IN ADDITION TO THE ABOVE WE MAY REIMBURSE THE FOLLOWING AMOUNT FOR ASSISTING AUTHORIZED OFFICERS IN TAKING POSSESSION OF PROPERTIES:

PARTICULARS OF WORK	CHARGES
Due diligence to be done by agency: Preparing of notice under sec. 13(2), Representation received from borrower under sec. 13(3), Bank's reply to borrower under sec.13(3A), Notice under sec. 13(4)a	Rs.450.00
Symbolic Possession for each property	Rs, 2500.00 (One place/site)
Physical possession including getting assistance from District Magistrate for forcible possession. For preparation of Panchnama and Inventory	Rs, 10000.00 (One place/site)
Other expenses like Videography, Postages, Telephone etc (Per Account)	On actual basis subject to maximum of Rs.5000.00

12. TENURE AND MANDATE: -

The appointment or the 'Recovery Agent/Enforcement Agent' will be for a period of 1(one) year with effect from _____, 20____. The maximum period allowed for recovery of the amount due for any particular account shall not exceed 13 months from the date of entrustment and the Bank may under certain circumstances consider extending the said period of 12 month, if necessary taking into consideration of the progress made after such entrustment and the reasons for such delay. However, the decision of the Bank shall be final whether to extend or not to extend the said period of 12 months. The Bank may, at will terminate the services or the 'Recovery Agent/Enforcement Agent' for any particular assignment and on such termination the 'Recovery Agent/Enforcement Agent' shall not be entitled to any commission or damages whatsoever to the agent for such termination.

13. Notwithstanding what is stated in this agreement, the 'Recovery Agent/Enforcement Agent' do hereby agree that it/ he shall abide by i) any further directions/instructions of the Authorized Officer from time to time, and ii) any amendment/modifications of the Act/rules from time to time, and accordingly any such further directions/instructions of the Act/rules. From time to time, and accordingly any such further directions/instructions of the Authorized Officer & the amendments/modifications of the Act/Rules, shall be deemed to be part and parcel of this agreement.

14. NON DISCLOSURE:

The 'Recovery Agent/Enforcement Agent' shall keep the discussions and business information received from the Bank in relation to this agreement/arrangement as strictly confidential, other than the information which at the time of disclosure is within or subsequently enters the public domain in the normal course or is required to be disclosed by reason of Law or by the requirements of any statutory or governmental body/ authority. This non-disclosure clause shall survive after the termination or expiry of this agreement.

15. Both the parties agree, that if any dispute, difference, claim or any other question involving or arising out of this agreement same may be resolved peacefully among themselves and if the parties cannot resolve the said dispute etc., among themselves, then both the parties agree that the Court at Coochbehar shall have an exclusive jurisdiction to try and decide any dispute difference, claim, or any other question involving or arises out of this agreement between the parties to this agreement and further agree that this agreement is governed and construed as the Laws of Republic of India.

In witness where of the parties here unto set and subscribed their respective hands and seals the day, month and year herein above mentioned.

Signed and sealed by the within named
Uttarbanga Kshetriya Gramin Bank
Represented by its General Manager, Coochbehar

In the Presence of:

1.

2.

Signed and sealed by the within named
'Recovery Agent/Enforcement Agent' in the presence of: