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AGREEMENT

This agreement made on 30th date of December 2011
Between **State Bank of India**, constituted under the State Bank of India Act, 1955 having its Central Office at Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at _____ and a Branch Office at _____ hereinafter referred to as "The Bank" which expression shall unless repugnant to the context or meaning thereof shall include its successors & permitted assigns of the First Part

AND

M/S CSC e-Governance Services India Limited, incorporated under Companies Act having its registered office at Electronics Niketan, 4TH Floor, DIT, Program Management Unit, 6 CGO Complex, Lodhi Road, New Delhi 110003 and principal place of business at Electronics Niketan, 4th Floor, DIT, Program Management Unit, 6 CGO Complex, Lodhi Road, New Delhi 110003 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.



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WHEREAS the Bank is desirous of availing services to facilitate its business growth and the SP has offered to provide services as may be required by the Bank.

NOW THEREFORE this agreement witnesseth as under:

1. **Scope of Services:**

The SP agrees to provide the services as detailed hereunder, as per instructions and as may be required by the Bank from time to time.

Nature of Services:

- (a) Identification of borrowers & fitment of activities.
- (b) Collection and preliminary processing of loan applications including verification of primary data.
- (c) Creating awareness about savings and other products offered by the Bank and education and advice on managing money & debt counselling.
- (d) Processing & Submission of applications to the Bank.
- (e) Promotion, nurturing, monitoring and handholding of Self Help Groups / Joint Liability Groups / Credit Groups and others.
- (f) Post sanction monitoring in case of advances / loans granted by the Bank.
- (g) Follow up of Recovery.
- (h) Disbursal of Small Value Credits Strictly as per instructions of the Bank.
- (i) Recovery of principal / interest from the borrowers and prompt deposit of the same with the Bank.
- (j) Collection of small value deposits & prompt deposit of the same with the Bank.
- (k) Sale of Micro / insurance / mutual fund / pension and other third party products as may be decided by the Bank.
- (l) Receipt & delivery of small value remittances / other payment instruments.
- (m) Any other service as may be advised by the Bank in writing to the S.P.



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SP shall ensure that their agents/employees/sub-contractors,

(a) 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.

(b) adhere to extant instructions on Fair Practices Code for lending as also their own code for collection of dues or in the absence of such a code at the minimum adopt the IBA's code for collection of dues and repossession of security. It is essential that they refrain from action that could damage the integrity and reputation of the Bank.

(c) shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the borrowers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.

1.3 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.

1.4 SP shall adhere to the performance standards in respect of services and products as detailed in Schedule 'A' hereunder written, which forms part & parcel of this agreement. The Bank reserves the right to change / vary / the contents of schedule 'A' by advising the same to SP in writing and upon such advise, the amended Schedule 'A' shall become effective.

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

2.1 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 of all records, accounts including documents etc.

2.2 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.



- 2.3 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.
- 2.4 SP shall bear all expenses / costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI.
- 2.5 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.
- 2.6 SP agrees to prepare and produce (by 30th June 2012) a 'Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the SP to the Bank or 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.

3 Confidentiality :

- 3.1 SP is aware that all information disclosed to the SP by the Bank and all records, accounts, documents maintained by SP are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain 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.
- 3.2 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 3.1 above by SP or its employees, agents, representatives, Sub-Contractors. SP further agrees to make good the loss suffered by the Bank



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upon first demand by the Bank which shall be final, conclusive and binding on SP.

3.3 It is agreed between the parties that all the data and other information supplied to the Service Provider during the course of engagement is proprietary information owned by the bank and the Service Provider shall not have any claim or right or ownership over such information.

3.4 SP specifically agrees that the confidentiality obligations of the SP in terms of this agreement shall survive termination of this agreement

4 RELATIONSHIP BETWEEN THE PARTIES.

4.3 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.

4.4 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.

5 Compliance with Laws by SP.

5.3 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.

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

5.5 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 or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

5.6 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.

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6 Fees, Taxes Duties & Payments :

- 6.3 SP shall be paid fees and commission in the manner detailed in Schedule 'B' hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 6.4 All other taxes including service tax, duties and other charges which may be levied shall be borne by the SP and the Bank shall not be liable for the same.
- 6.5 All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by SP

7 General Indemnity :

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.

8 Term & Termination

- 8.3 The agreement shall be valid for a period of one year from the date of its execution and shall stand automatically renewed for further period 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
- 8.4 The 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.
- 8.5 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 favour 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 in the reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- d) 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.
- e) 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.
- f) If SP is owned/ controlled wholly/ partly by any other bank operating in India
- g) If any officer/ employee/ director of SP or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director/ officer or employee of the Bank.

8.6 In the event of the termination of the agreement by the Bank pursuant to clause 8.3 hereinabove, SP shall be liable and responsible to return all records and information in its possession as envisaged under clause 8.2 above.

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

9 **Governing Laws & Jurisdiction :**

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

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

10 **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, telegram or facsimile 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 given by telegram or facsimile) or fifteen (15) clear days after posting (if the addressee is outside the country of posting).



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