

# TRIPURA GRAMIN BANK

(A Government Undertaking)

HEAD OFFICE: ABHOYNAGAR

AGARTALA - 799005

Phone: 222 4774, 222 3931, 2226502

TGB/HO/R&M/F- 1(7)/ 158 /2021-22

Dated: 23.04.2021

## MEMORANDUM

Tripura Gramin Bank invites applications in prescribed format for empanelment of **5(Five)** Nos. of Recovery Agency in Bank. The number of requirement may increase or decrease as per requirement of the Bank.

**[LAST DATE FOR SUBMISSION OF APPLICATION IS - 15/05/2021.]**

Agencies (viz. Companies, Corporations, Firms, and NBFCs etc.) with sufficient means/resources/filed experience shall be considered for empanelment in the Bank. Recovery Agency & its Promoter/Key personnel /Officials shall comply with the following non-relax able criteria. Further the following factors are to be looked into for empanelment of Recovery Agency.

### **1.1. Essential Criteria:-**

- i. Indian citizen/ entity constituted under Indian Law.
- ii. Past experience and competence to implement and support the proposed activity over the contracted period.
- iii. Financial soundness and ability to service commitments even under adverse conditions.
- iv. Business reputation and culture, compliance, complaints and outstanding or potential litigation.
- v. Standards of performing including in the area of service; Security and internal control, audit coverage, reporting and monitoring environment, Business continuity management.
- vi. External factors like political, economic, social and legal environment of the jurisdiction in which the service provider operators and other events that may impact service performance.
- vii. No disqualification such as removal /dismissal from recovery related service earlier.
- viii. The employee or any person acting as recovery agent, not convicted of any offence and sentenced to a term of imprisonment,
- ix. Recovery Agency or the person acting as on its behalf as the case may be not been found guilty of misconduct in professional capacity, or offence involving moral turpitude or otherwise,
- x. Not an un-discharged insolvent,
- xi. Possesses PAN Card & GSTIN in the name of the Agency; Possesses appropriate applicable infrastructure, supporting information technological systems, professionals and consultants,



- xii. Not blacklisted by any bank nor any complaint filed against the firm before CBI / Serious Fraud Investigation Cell / Court.
- xiii. Recovery Agents of the concerned Agency should have undergone the "Direct Recovery Agent's "certificate course with **100 hours of training** (introduced by IIBF/IBA) **OR**
- xiv. The Securitization/Reconstruction Companies, which have obtained the certificate of registration from RBI under **Section 3 of the SARFAESI Act. 2002** and having object clause of Memorandum of Association permitting them to act as Resolution Agent for the Bank.
- xv. Accessibility of working are must be in every Sub-Division of Tripura.
- xvi. Should have fair knowledge in Bengali, English. Preference may be given for knowing the language of Kokborok.
- xvii. CIBIL Report/score of the Debt Recovery Agency and Debt Recovery Agent(s) as the case may be must be acceptable to the Bank.
- xviii. Preference should be given to Recovery Agency who can offer multiple and efficient service within the same roof.
- xix. Preference should be given to those Recovery Agency who have experience of rendering such services to SFCs, SIDCs and other Nationalized Bank as well as RRBs.

### 1.2. Other Criteria:-

- i. Minimum experience of **three years** with Public Sector Bank(s) as Recovery Agency (RA). However, Firms/Companies/Corporation not having 3 years experience but having professionals with minimum 3 years experience may also be considered in Special Circumstances.
- ii. Completed at least **three assignments** successfully as Recovery Agents with Public Sector Bank(s) in past 3 years.
- iii. No complaints pending against Recovery Agent and/ or any of its employee/ associates / agents etc. before Police and also not involved in court cases especially in the matters, which are in deviation to the extant RBI guidelines on Recovery Agents and the scope of work indicated by the bank.
- iv. The registration of the Recovery Agency shall be at least **three years** old. However Firms/Companies/Corporation not having 3 years experience but having professionals with minimum 3 years experience may also be considered in special circumstances.
- v. The promoter/key personnel/ officials of the Recovery Agents shall be at least graduates from any reputed university in India / abroad. Preference will be given to the Agency having professional persons like Chartered Accountant/Cost Accountant/ Company Secretary/Engineering / Law Professionals/ worked in judicial,



- police, Tax and Revenue recovery departments of the Government and/or honorably retired Senior Executives of the Bank (not less than DGM/GM) with minimum 3 years experience in the resolution of NPAs.
- vi. Adequate knowledge of the provisions of SARFAESI Act, 2002 [including subsequent amendments] and shall be also well conversant with the duties of Authorized Officer [AO] including support required by them.
  - vii. Possess thorough knowledge of the extant RBI guidelines and also instructions/ circulars issued by RBI/IIBF/IBA from time to time.

## **2. DUTIES AND RESPONSIBILITIES OF THE RECOVERY AGENCY/ AGENTS:**

- i. The Recovery Agent should act on the basis of obtaining written consent/instruction from the respective Branch/concerned Department/Office of the Bank as the case may be. The agency shall provide to the Bank its services for collection of amounts due to Bank in the course of its business.
- ii. The agency shall comply with all legal requirements and to obtain such licenses, approval and consents, if any prescribed under any law or regulation.
- iii. The agency shall always be equipped in terms of infrastructure, manpower and expertise as applicable to provide the services during the period of the empanelment.
- iv. It shall observe the highest professional and ethical standards.
- v. The recovery Agent shall take all steps within the framework of law/ existing and future guidelines of the Bank time to time and RBI for the recovery of the monies due and payable by the constituents of the Bank to the Bank.
- vi. The Recovery Agent shall not adopt or resort to any method, conduct or procedure in contravention of any law. The Agent, in their debt collection efforts, should not resort to intimidation of any kind, either verbal or physical, against any borrower/ guarantor/ mortgagor. Cardholder including acts which intend to humiliate publicly or intrude their privacy or privacy of their family members, referees and friends making threatening and anonymous calls or making false and misleading representation.
- vii. The employees or the agents/ subagents if any engaged by the agency in relation to the recovery services to be rendered to the Bank shall be the sole responsibility of the Agency as to their cost and consequences arising out of their engagement or conduct or any act of commission or omission.
- viii. The agency shall keep and treat all information whether verbal, written, or any documents received from the Bank as confidential and





- shall exercise utmost care in preserving the confidentiality of such information. On expiry of the period of the agreement/empanelment as the case may be or sooner determination of the same, the agency shall return the entire information and material to the Bank.
- ix. The Recovery Agency of the respective agency shall take steps to find out the whereabouts of the constituents of the Bank and also their assets in order to facilitate effective and speedy recovery of outstanding of public dues and payable to the Bank by its constitutions.
  - x. The Recovery Agent is authorized to represent the Bank only before the concerned defaulting borrower/guarantor/mortgagor for the purpose of speedy and effective recovery of monies due and payable to the Bank.
  - xi. The Recovery Agent shall liaise and interact with the Officers of the Bank and shall also report and appraise the progress in finding out the details of the attachable assets of the Bank's constituents and the recovery of monies due and payable to the Bank periodically and shall provide such information and other data to the Bank on demand.
  - xii. The Recovery Agent is authorized to take all steps for possession of security, if the Bank expressly in writing requires the Recovery Agent to take possession by way of seizure of the security given to the Bank by its constituents. Wherever required, the Recovery agent assists for storage, maintenance, preservation and locking up arrangements as appropriate of the movable assets.
  - xiii. The Recovery Agent of the respective Agency shall prepare a true and correct inventory of the security seized and the same shall be attested by two independent witnesses.
  - xiv. Assist in safeguarding the assets by appointing security guards with the prior approval of the Bank.
  - xv. The Recovery Agency shall at all times, keep the security of the assets of the Bank as and when assigned after taking physical possession or symbolic possession as the case may be in good order and condition and safeguard it to the satisfaction of the Bank.
  - xvi. The Recovery Agency and/ or its Agent or its employee as the case may jointly or severally be shall at all times be fully responsible to the Bank and shall indemnify the Bank from and against any loss, damage, destruction, pilferage etc. that may be caused to the said security during the period they are kept in the custody of the Recovery Agent.
  - xvii. Assist in arranging for valuation finding the buyer for sale and sale of the assets taken into possession.
  - xviii. Assist in general for all activities incidental to the above as Bank deems fit and proper.



- xix. In case, securities are to be auctioned, it should be ensured that the auction is conducted in fair and transparent manner by giving public notice to the time, date and venue of the action.
- xx. Recovery Agent(s) of the respective Agency during visit to residence and/or necessary to make call to the borrower/ guarantor/ mortgagor, if required on compelling circumstances, for dues collection shall ensure that dignity, decency and decorum would be maintained. The Recovery Agent(s) should not visit the house of the borrower/ guarantor/ mortgagor and should not make call before the sunrise and after sunset.
- xxi. Time and number of calls / the personal visits to the borrowers / guarantors and contents of conversations would be documented / recorded by the Recovery Agent(s) and to submit to the Bank time to time as and when required.
- xxii. Provision for recording of the content / text of the calls made by recovery agents to the customers, and vice versa, will be made and borrower / guarantor will also be intimated that the conversation is being recorded etc.
- xxiii. The Recovery Agency shall submit to the Bank(i.e Branch/Regional Office/Head Office as the case may be) on 15<sup>th</sup> and last day of every month or at such periodicity as may be required by the Bank a report indicating and including the status of collections, investigations and follow up details of recoveries made, names and addresses of the persons contacted, details of the securities/assets of the borrower/ guarantors verified by the Recovery Agent, details of discussions with the borrower with date and time of visits made to the borrowers etc.
- xxiv. The Recovery Agency may deal with the security, in case the possession is taken pursuant to the direction of the Bank and in accordance with the terms and in compliance of the instructions of the Bank.
- xxv. The Recovery Agency, its Partners, Employees, Sub-Agents and/or any affiliates shall be jointly and severally responsibility and liable to the Bank for any losses arising out of any misappropriation/ embezzlements/ misuse or for any omission or for any act of negligence and the Recovery Agent shall indemnify the Bank for the same.
- xxvi. The Recovery Agent of the respective Agency shall not receive any cash from the constituents of the borrower directly and is not authorized to give discharge of any debts owed and payable to the Bank.
- xxvii. The Recovery Agency is authorized only to receive the monies tendered if any, through a cheque or a demand draft or Bankers' cheque drawn in the name of the Bank or to the order of Bank.



- xxviii. The Recovery Agency shall ensure that the acts, deeds, matters and things done or cause to be done under these presents are not in contravention of any law for the time being in force in India.
- xxix. The Recovery Agency shall not enter into any negotiation with the constituent of the Bank for a compromise, composition or waiver of rights of the bank without the express written permission of the Bank.
- xxx. The Recovery Agency and its agent including it another personnel shall maintain highest professional dignity and ethical code of conduct in its business dealing and shall not divulge any information gathered during the course of the assignment to any person except the concerned Authority of the Bank.
- xxxi. The Recovery Agency shall maintain a register giving complete details of dates, calls made letters sent out and follow up notes and shall also submit periodical reports as and when required to the respective branch or concerned Department of the Head Office as the case may be in progress made in various cases.
- xxxii. The Recovery Agent/Employees, Investigators of the respective agency as the case may be shall carry an identity card to be issued by the Recovery Agency/ Company/Firm as applicable wherever field visits are carried out in the cases/accounts are assigned. The identity card should not carry the Logo of the Bank.
- xxxiii. Bank, reserves its rights to terminate the Recovery Agency from the empanelment by issuing a one month's prior notice in writing without assigning any reason for termination. The service of the notice is sufficient if it is served by Registered Post at the address of the Recovery Agent recorded with the Bank. Such termination would not attract for providing any compensation.
- xxxiv. The duty of the Recovery Agent is to preserve the documents as and when handed over the by the Bank.
- xxxv. Privacy of the Bank and its Customer/Borrower/Guarantor/ Mortgagor would be maintained at any cost.
- xxxvi. Borrowers / guarantors would be provided with all the information regarding total dues payable to the bank.
- xxxvii. Claiming bills/commission/reimbursement as applicable, should not excess against the norms of the Bank issued/circulated time to time.

### 3. PROCEDURE FOR EMPANELMENT:

- i. The intending Recovery Agencies for empanelment may apply and send in application in a prescribed format as per **Annexure "I"** by speed post or hand delivery as deems fit and proper to **"The General Manager, Tripura Gramin Bank, Head Office, Opp. Side of Radhanagar Stand Abhoynagar, Agartala, West Tripura, Pin-**





- 799005”** on or before **15-05-2021** positively along with the self attested copies of the documents as stipulated in the application.
- ii. Application(s) so received shall be scrutinized strictly. The applications which are complete in all aspects and in conformity with the requirements as required and after conducting due diligence exercise and corroborating the same with scoring sheet shall be considered for empanelment.
  - iii. Incomplete applications and/or applications received without supporting documents, and applications submitted after the last date i.e. 20-05-2021 will not be considered for empanelment. Submissions of application(s) to other office of the Bank except Head Office are not entertained.
  - iv. The Application for empanelment of Recovery Agencies will be evaluated strictly on the basis of scoring sheet (based on information given in the ANNEXURE-I) as per the Norms/ Policy of the Bank.
  - v. After evaluation, the Bank would issue a letter consisting upon terms and condition as applicable to the successful selected Agency(s) as per requirement of the Bank for getting acceptance.
  - vi. To be an empanelled with the Bank, the Agency shall furnish an acceptance letter along with Bank guarantee issued by any Public Sector Nationalized Bank in prescribed format in **ANNEXURE-III** amounting to ₹ 3,00,000/- (Three Lakhs only) in favour of the Chairman, Tripura Gramin Bank or to deposit an amount of Rs. 3,00,000/- (Three Lakhs only) as security amount in the form of Non-Interested Term Deposit instead of submitting Bank Guarantee and an Affidavit-Cum-Undertaking in **ANNEXURE-IV**. Bank Guarantee or Copy of depositing the security amount including acceptance letter along with Affidavit-Cum-Undertaking shall have to reach the Head Office of the Bank within 15 (fifteen) days from the date of receipt of the letter from the Bank, failing which the name of the selected Recovery Agency may be removed from the panel list.

The Bank Guarantee or the security deposit shall be valid for the entire period of three year and 3 months thereafter. In case of extension, the Recovery agency or the Bank has to extend the Bank Guarantee for the extended period (exceeding three months). Bank Guarantee or the security deposit will be invoked if the Recovery Agency fails to perform the duty as prescribed. Bank guarantee or security deposit will be returned to the Recovery Agency without giving interest thereon on completion of the satisfaction work as allotted on completion the period of three years from the date of signing of Bank Guarantee or the date of depositing the security amount as the case may be.



**4. COMMISSION / FEES TO BE PAID:**

Commission/Fees/reimbursement is to be paid as per the Bank's Policy/circular time to time.

**5. VALIDITY:**

The validity for Empanelment of Recovery Agencies is Three (3) years from the date of signing the Bank Guarantee/or from the date of depositing the security amount as the case may be subject to making yearly review by the Bank or otherwise.

**6. CAUTION:**

- i. The Agency after empanelment must always adhere to the Bank's Rules and Regulations and must not indulge itself in such an activity which destroys the goodwill of the Bank.
- ii. If Bank, at any point of time, during the financial year observes that the empanelled recovery agency or the agent as the case may be is not performing well in a stipulated time as given and/or not observing code of conduct while discharging the duties of recovery against the account as allotted to them, then, Bank reserves the right to cancel the empanelment of the Agency.
- iii. The bank will not be held liable to bear any cost, expenditure in the event of any untoward turn of incidents leading to litigation etc. on account of illegitimate/coercive action, if any, by the recovery agents and/or any person on their behalf.
- iv. The Recovery Agency shall indemnify the Bank on behalf of its employee or any person on its behalf against any loss, damage, claim, costs, expenses (including third Party claim) caused or incurred by the Agency on due to any negligent acts and/or any act done beyond the Law/Guideline/Circular of the Bank/direction of the Bank.
- v. The Banks may take legal action against the Recovery Agency or the Recovery Agent as the case may be against non compliance of any guidelines issued by the RBI/the Bank or any other or the coercive methods for recovery of loans Therefore, it is to be ensured that the guidelines of RBI/ IBA/BCSBI along with Bank guidelines on the subject are adhered to meticulously.
- vi. Mere submission of application and fulfilling of eligibility criteria does not mean for entitlement for empanelment.
- vii. Bank reserves right to reject the application summarily without assigning the reason thereof.
- viii. Empanelment of the Recovery Agency shall be at the sole discretion of the Bank.





- ix. The applications as received should be evaluated strictly based on the evaluation criteria & policy of the Bank as the case may be. No influence from any source will be entertained at any cost and for any such instance, Bank reserves the right to cancel the application of that agency without any communication.
- x. To modification of this memorandum, Tripura Gramin Bank reserves the right to modify/amend/change any part of this document at any time prior to the deadline for submission of applications. Such change(s)/modification(s), if any, may be in the form of an addendum/corrigendum and it would be automatically uploaded in Bank's website ([www.tripuragraminbank.org](http://www.tripuragraminbank.org)). All such change(s) will automatically become part and parcel of this Memorandum and binding on all applicants. Interested applicants are advised to regularly visit the website of the Bank.
- xi. It is made clear that empanelment in Bank's panel as Recovery Agency does not amount to an appointment or right for an appointment in the bank in connection with the employee or any person works on behalf of the said Agency. The Bank is free to give assignment to any of Empanelled Agency of its choice and the empanelled Agency cannot claim/influence to be entrusted with Bank's work.
- xii. Any effort on the part of applicant(s) to influence the evaluation process in respect of empanelment may result in rejection of the application on its threshold. From the time the proposals are opened to the time of assignment, the applicant should not contact with the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and assignment as the case may be. Such an effort shall result in rejection of the proposals.
- xiii. Any effort on the part of selected Recovery Agency to influence the Bank for getting assignment/allotment of works may result in blacklisted the said agency from the list of empanelment.
- xiv. Tripura Gramin Bank is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays or holidays in between.
- xv. The applicants shall bear all costs associated with submission of application desired by Tripura Gramin Bank. Tripura Gramin Bank will not be responsible or liable for any cost thereof.
- xvi. Tripura Gramin Bank shall have the right to cancel the empanelment process itself at any time, without thereby incurring any liabilities to the affected applicants.

  
**General Manager**

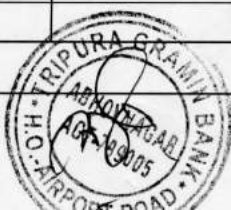
**ANNEXURE-I**

**APPLICATION FOR**  
**EMPANELMENT AS RECOVERY AGENCY IN TRIPURA GRAMIN BANK as**  
**Per Advertisement / Reference No..... Dated.....**

Sl. No.	Particulars	Response
01.	a. Name of the Recovery Agency	
	b. Name of the Applicant/s	
02.	Name of the other group firm/company associated with, if any	
03.	Contact Details	
	a. Mobile Number/s	
	b. E-mail ID/s	
	c. Website, if any	
04.	Established since	
05.	Constitution of the Agency (Companies, Corporations, Firms, NBFCs) <b>(Self attested copy of the relevant documents must be annexed)</b>	
06.	PAN No. of the Agency <b>(Self attested copy of the PAN card must be annexed)</b>	
07.	GSTIN No. <b>(Self attested copy of the relevant documents must be annexed)</b>	
08.	Name of the Bank transaction is linked with <b>(Self attested copy of the pass book must be annexed)</b>	
09.	Whether registered under any Act. /Statute. Mentioned registration number or other relevant information as deems fit and proper:	
10.	Membership with Professional Body, if any	

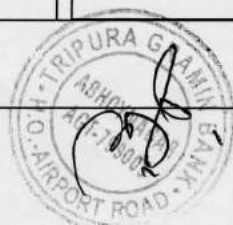


11.	Details of Personnel working in Recovery Agent(Who are to be engaged in the RA activity)						
	Sl. No.	Description	Name	Age	Qualification	Experience	Citizenship (Indian/NRI/Foreign)
	a.	Name of Proprietor/ Partners/ Director					
	b.	Name of key functionaries					
12.	Management consulting firms, accounting firms, firms offering asset recovery management service and NBFCs having expertise in asset recovery management services <b>(Please provide details)</b>						
13.	Whether Registered for Service Tax, PF, ESIC, etc: If so, mention numbers & date. <b>(Copy of the documents is required to be annexed)</b>						
14.	Infrastructure of RA:						
a	Number of persons employed:						
	Number of Partners associated:						
	<u>Number of Professionals associated:</u> Of them Charter Accountant, give details						
	Of them advocate, mentioned names						
	Of them worked in Judicial Department, mentioned names						
	Of them worked in Police Department, mentioned names						
	Of them worked in Banks, mentioned names						
	Of them subject specialists						

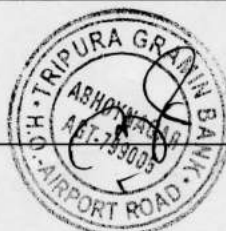




	with, mentioned names													
	Of them 5 or more years of experience, mentioned names													
b.	No. of persons engaged in RA activity													
c.	Out of (b) above, No. of employees													
	(i) In respect of whom police verification has been carried out													
	(ii) Who have undergone 100 hours training from any of the accredited institutions of RBI/IIBF/IBA and who have obtained the certificate from <b>"Direct Recovery Agents"</b> <b>(Self attested copy(s) should be annexed)</b>													
d.	Have the SCs/RCs obtained certificate from RBI Under Section 3 of the SARFAESI Act. 2002? <b>(Self attested copy(s) should be annexed )</b>													
e.	Details of services offered by RA;													
	(i) Whether provider by your firm or in arrangement with any other firm/company?													
	(ii) In case of tie-up with another firm, details of the firm?													
f.	<u>Branches New work of RA:-</u>													
	(i) Within Tripura (With address of Offices)													
	(ii) Number of Branches in each State (Furnish details Viz. addresses, Phone number e-mail ID etc.)													
	(iii) Overseas Branches, if any													
g.	Turnover and Profit of the entity for last 3(three)F.Y.	<table border="1"> <thead> <tr> <th>Year</th><th>Turnover</th><th>Net Profit</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Year	Turnover	Net Profit									
Year	Turnover	Net Profit												



15.	Details of existing empanelment (minimum 3 years experience with the Public Sector Bank-PSBs including Regional Rural Banks) <b>Supporting document issued by the respective Bank/Institute should be enclosed.</b>		
	Name of the client with empanelment date	Details of assignment undertaken(at least 3 assignment letters)	Details of assignments completed( in brief)
16.	Brief details of 3(three) years experience in RA activity, if any (Please elaborate on the experience with Banks especially with Public Sector Banks, FI and NBFC including Regional Rural Banks) <b>Supportive documents is required to be attached.</b>		
17.	References ( Details of at least 3 references) from Banks, FI/NBFC for whom the RA has undertaken assignments in the past		
	(i)		
	(ii)		
	(iii)		
18.	Whether the applicant was de-listed from any Banks Panel on earlier occasion, If so, furnished details		
19.	Whether the entity has been put in the negative list by IBA/ any public sector bank/ Government organization or any of its clients for breach of applicable laws/ violation of regulatory prescription or breach/ deficiency of service. If so, furnished details		
20.	Additional information, if any		
21.	Major achievements		
22.	Have you enclosed the information mentioned in ANNEXURE-1'		



23.	A. Mention CIBIL Score (not less than one month from the date of submission) of Proprietors/ Partners/ Directors/ Employees <b>(Self Attested Copy to be enclosed)</b>	
	B. Do the Agency wants to submit the CIBIL Report of its Employee/ Agents to the Branch as and when required? If No, mention reasonable reasons:	

### **U N D E R T A K I N G**

I/We ..... (Name) S/o.....  
 Proprietor(s)/Partner(s)/ Director(s) of .....  
 (Name of the Agency), states that I/we am/are the authorized person(s) vide  
 authorized letter No.....dt..... **(Photocopy enclosed  
 herewith)** issued by the..... for submission this application.  
 I/we have gone through the advertisement published by the Bank in  
 connection with empanelment of Recovery Agency in this Bank and in this  
 connection the information as furnished above is true and correct to the  
 best of my/our knowledge for enroll the name of my/our Agency in the  
 empanelment of the Bank. I/we shall abide by all terms and conditions  
 provided by the Bank time to time. I/ we do hereby agreed that in the event  
 that any concealment/distortion of facts furnished above is brought to  
 notice of the Bank subsequent to empanelment, Tripura Gramin Bank  
 would be at liberty to terminate the said empanelment without notice or  
 dame whatsoever.

**(Full Signature with date & seal)**

To be signed by authorized signatory  
 Designation:-

