

**The salient features of the revised scheme and Standard Operating Procedure for engaging BC Supervisor is as under:**

**1. ELIGIBILITY CRITERIA:**

**For Retired Bank Employees**

- Retired officers (including voluntarily retired) of any PSU bank up to the rank of Chief Manager may be appointed for the purpose.
- Retired clerks and equivalent of Bank of Baroda having passed JAIIB with good track record.
- All retired bank employees applicants should have rural banking experience at least 3 years.
- The maximum age for continuation of BC supervisors will be 65 years.

**For Young Candidates**

- Minimum qualification should be graduate with Computer knowledge (MS Office, email, Internet etc.), however qualification like M.Sc. (IT)/ BE (IT)/ MCA/MBA will be given preference.
- Should be in the age group of 21-45 years at the time of appointment.
- The maximum age for continuation of BC supervisors will be 65 years.

**2. GEOGRAPHICAL LOCATION OF THE CANDIDATES**

The candidates should be selected from the same District where they will be assigned to function and if suitable candidates are not available in the same district, the candidates may be selected from the adjoining districts. Candidate should be proficient in local language & dialect both reading and writing.

**UNDER NO CIRCUMSTANCES THE CANDIDATES WILL BE SELECTED FROM OTHER STATES.**

**3. OTHER ELIGIBILITY CRITERIA**

- Due diligence should be followed at the time of appointment (In case of retired bank employees, those who are having adverse record, or terminated/ dismissed from past service etc. should not be considered). Regional Office should ensure proper verification of KYC, CIBIL Score, other enquiries etc.
- Police verification must be arranged and conducted in respect of each selected applicant before assignment of duty by the Regional Office.
- Applicants should be willing and in a position to visit villages in the district for supervision and other activities as and when assigned on periodic intervals.
- Should have accommodation near the Regional office/Nodal branch and not in any case outside the district for which selection is to be made.
- While assigning BC agents to a supervisor, it should be ensured that No BC agent is related to the supervisor as a family member, blood relation, close relative or having any business relations.

#### **4. ASSIGNING BCs TO SUPERVISOR**

BC Supervisors will be allotted 50-60 BC Agents. The number of BCs to be monitored by BC supervisors may be escalated on higher side but not more than 15-20 % of allotted numbers of BCs.

#### **5. PERIOD OF CONTRACT**

The contract will be initially for a period of 12 months subject to review after every 6 months

#### **6. SELECTION PROCEDURE:**

- The BC Supervisor will be engaged by concerned Regional Offices for monitoring the performance of field BCs.
- Based on the number of BCs, the Regional Office will decide how many BC supervisors are required to monitor the BCs of the Region.
- All the procedures for recruitment of BC Supervisors will be initiated and finalized by the Regional Office.
- Regional Office has to form a Committee to recruit BC supervisors to be chaired by Regional Head which will also include Deputy Regional Manager, Chief Manager/Officer in-charge of Financial Inclusion and Chief Manager/Officer in-charge looking after Rural & Agri banking in the Region.
- Based on the requirement of BC supervisors Regional Office will float advertisement in local newspaper, display of posters, pamphlets, leaflets etc. in branches. The complete details of the advertisement to be provided on link provided in bank's website
- Regional Office should seek application form from the willing candidates (**Annexure-I.**)
- The application form can be submitted within a period of 30 days from the date of advertisement.
- The application form should be submitted in hard copies to the concerned Regional Office either through speed post/registered post/courier or in person.
- The Regional Office will thoroughly scrutinize the application forms and based on the eligibility of the candidates' short list them for interview process.
- The Regional Office will sent intimation to the short listed candidates through e-mail and hard copy giving details about the date, time and venue of the interview.
- The interview will be preferably conducted in the Regional Office.
- Based on the suitability of the candidates, Regional Office will shortlist the final candidate/s and intimate them within 15 days from the date of interview.
- The interested candidate/s have to report to the Regional Office on a pre-determined date (as mentioned in the intimation letter) with all the required documents (both original and photo copy) for verification.
- Regional Office has to verify all the criteria as mentioned in Point No.1, Point No.2 & Point No.3 at the time of engagement.
- The selected candidates have to finally execute an agreement (**Annexure-III**) with the Bank for a period 12 months before commencing their roles & responsibilities. The agreement will be signed by selected BC supervisors and any official from regional office having power of attorney.

- The Regional office will decide the place for sitting of BC supervisors depending upon their area of operations. The sitting place can be Regional office or any branch of the Region.

## **7. TRAINING AND CAPACITY BUILDING AFTER RECRUITMENT**

- The Regional Office has to conduct a comprehensive -2- day training program for the BC Supervisors.
- Regional Office should ensure that all the topics related to his day to day activities should be covered in the training program.
- The following topics should be covered in the training programs of BC Supervisors
  - About the Bank.
  - What is Financial Inclusion and its Importance?
  - Financial Inclusion Products and Credit Products.
  - BC Model – Working, Functioning & Technology in detail.
  - Products and Services offered at BC points.
  - Roles and Responsibilities of BC Agents.
  - Monitoring the BC agents.

The Regional office will do hand holding of the newly recruited BC supervisors about their day to day functioning.

## **8. ROLE AND RESPONSIBILITIES**

- Monitor 50-60 BCs assigned to them.
- Ensure that banking services are available to the identified villages/ SSAs (Sub Service Areas)/ Non-SSAs including communities in urban/metro areas.
- Educate BCs about their roles and responsibilities.
- Ensure redressal of grievances of customers/BCs and submit feedback to link branch with copy to Regional Office.
- Conduct meetings in the villages/SSAs/Non-SSAs as well as communities in their operational area to encourage villagers/customers for availing of banking services of our bank and submit the report to Regional Manager.
- Visit to allocated villages/ SSAs/ Non-SSAs as well as communities in their operational area and BC points in the district at least once in 15 days and submit the report to FI coordinators of the Region.
- Monitor & Control the activities of the BCs in coordination with link branch. BC supervisors must ensure that BCs remain active.
- Ensure that the BCs are operational during the working hours as per extant guidelines of the bank. To ensure that the BCs are available on daily basis and transactions in the BC points are taking place as per prescribed norms/guidelines.
- Ensure that BCs are not doing any type of off-line transactions at BC points.
- Ensure that BCs are engaged in cross selling of our bank's and third party products.
- Ensure that BCs are engaged in recovery of our bank's dues.
- Conduct financial literacy sessions with villagers/communities during his visit to the villages/BC points.

- Ensure that BCs have displayed the Dos & Don'ts board at BC points.
- Ensure that BCs are issuing only system generated slips to customers.
- Ensure that BCs are not using any stationery of the bank.
- BC Supervisor must take feedbacks from local customers regarding functioning of the BC agent during his visit and submit the feedback/Report to Regional Office.
- Plan and organize camps in consultation with the link branch /Regional Office from time to time for achieving various targets.
- Coordinate with the branch and service provider for appointment of BCs for suitably identified locations. In case of attrition of BCs, coordinated action should be taken for substitution of BCs at the earliest to ensure that continued banking services are available to customers.
- To identify BCs for uncovered villages allotted by DFS.
- Ensure that the details of field BC and officer visiting the village are displayed in the village.
- Coordinate and interact with link branch, Regional Office and Corporate BCs and submit the suggestions for improvement of BC activities, if any.
- Arrange for locational training programs on technical updates, operational guidelines etc for BCs.
- The BC Supervisor will monitor the performance of each BC through dash board.
- The BC Supervisors will be responsible for fixation of targets and monitoring the progress vis-à-vis target. BC Supervisor will be evaluated based on the performance and achievement of various targets of BC agents.
- Region should allocate village wise monthly targets for business development under financial inclusion to link branches. The BC supervisors would monitor the business development in village vis-à-vis targets. In the case of non-achievement of targets of financial inclusion in case more than 50% of BCs under particular supervisor for consecutive 2 months or any 2 quarters, the performance will be reviewed for continuation of service by Regional Head and if deemed fit, he/she can be discontinued with prior approval of Zonal Head. BC wise target has been allotted to all the corporate BCs by FI department HO.
- Perform quarterly Verification of Cash with BCs and submit report to the link branch.
- BC Supervisor should submit a monthly report of their performance to Regional FI Coordinator in the prescribed format devised by respective Regional Offices.
- Any other duties assigned by the bank as and when assigned.

## **9. ASSIGNMENT OF JOB ROLE**

- The Supervisors will be provided space in the nearest Branch/ Regional Office for discharging their daily assigned activities.
- The FI Coordinator/Branch has to maintain a separate register for marking the attendance of Supervisors.
- BC supervisor will be allotted 50-60 BC agents and the number of BCs to be monitored may be escalated on higher side but not more than 15-20 % of maximum numbers of BCs.

- While assigning BC agents to a supervisor, it should be ensured that No BC agent is related to the supervisor as a family member, blood relation, close relative or having any business relations.
- The BC supervisors should act as brand ambassadors of the Bank. They should be provided Badge/identity card and other bank stationeries and imparted training to develop sense of belongingness.

#### **10. PAYMENT OF MONTHLY REMUNERATION:**

The BC Supervisors will have a mixed structure of monthly remuneration comprising of both fixed and variable components.

Fixed Component	Variable Component
Rs. 15,000/-	Rs. 10,000/-

The variable components will be ascertained based on the score secured by each BC agent on various parameters as per scoring matrix given in **Annexure II**.

The variable component of the commission will be decided as per the slab given below

Sr. No	Scoring	Variable Component
1	>=30 – 39	Rs.4000/-
2	>= 40 – 49	Rs. 5000/-
3	>=50 – 59	Rs. 6000/-
4	>=60 – 69	Rs. 7000/-
5	>=70 – 79	Rs. 8000/-
6	>=80 – 89	Rs. 9000/-
7	>=90-100	Rs. 10,000/-

The monthly remuneration to BC Supervisors for a month to be worked out and paid before 7<sup>th</sup> of every succeeding month. The monthly remuneration to the BC Supervisors should be paid to the debit of PL Account - "Remuneration to BC Supervisors" - A/c No. **XXXX0054511094**.

Data for calculating the variable portion will be available on Dashboard and MIS reports which can be accessed by Regions and Zones. While calculating variable portion of remuneration the Regional office will collect the data from various sources as per detail given in **Annexure-III**

#### **11. MONITORING AND REVIEW**

- Regional Office should closely monitor and review the performance of BC Supervisor on monthly basis.
- The FI Coordinators should be the direct reporting authority of the BC Supervisors.
- FI coordinator will assign roles and responsibilities to BC Supervisors and monitor the activities regularly.
- FI Coordinators to ensure that BC supervisors are assigned targets and monitor the progress regularly.

- Ensure that BC Supervisors are submitting their monthly performance report as per Point No.8 (Roles and Responsibilities).
- Deputy Regional Heads, looking after financial Inclusion activities, will review the performance of the BC supervisors on half-yearly basis.

## **12. TERMINATION OF SERVICES:**

- Bank reserves the right to initiate for termination of contract by giving 30 days' notice. However, in case of non-satisfactory conduct /misbehavior, bank reserves the right to terminate the contract instantly without any prior notice. The authority for deciding such cases will be Regional Head.
- Bank should blacklist the Supervisor who has been involved in fraud and a list should be circulated to Zones/Regions at regular intervals to avoid engagement in any other Zone/Regions.
- The BC Supervisor can also initiate for termination of contract by giving 30 days' notice.

## **13. RENEWAL OF CONTRACT**

- Deputy Regional Heads, looking after financial Inclusion activities, will review the performance of the BC supervisors on half-yearly basis.
- Based on the recommendation of the Dy. Regional Manager and after assessing performance of the BC Supervisors, the Regional Heads will accord approval for further continuation/ termination of the BC Supervisor.
- The migration of the existing BC Supervisors to new modified policy will be done at the time of their review.

We request Zone and Region to take the benefit of the above scheme and engage BC Supervisors for proper monitoring and handholding of the BC agents as well as Business Development through BC agents.

All the BC Supervisors engaged by the bank should be invariably reported by the respective Zones to Financial Inclusion Department, Head Office for their record.

**Application for the Business Correspondent Supervisor**

To  
The Regional Manager  
Bank of Baroda  
\_\_\_\_\_ Region  
\_\_\_\_\_

Affix Photograph
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With reference to you advertisement dated \_\_\_\_\_, I submit my application and details for the assignment of Business Correspondent Supervisor as given below:

<b>1</b>	<b>NAME (IN FULL)</b>	
<b>2</b>	<b>FATHER'S/HUSBAND'S NAME</b>	
<b>3</b>	<b>GENDER (MALE/FEMALE)</b>	
<b>4</b>	<b>DATE OF BIRTH</b>	
<b>5</b>	<b>ADDRESS</b>	<b>CURRENT</b>
		<b>PERMANENT</b>
<b>6</b>	<b>CONTACT DETAILS</b>	<b>MOBILE NO</b>
		<b>E-MAIL ID</b>

<b>7</b>	<b>EDUCATIONAL QUALIFICATION</b>																																								
<b>8</b>	<b>DISABILITY, IF ANY (YES/NO)</b>																																								
<b>9</b>	<b>PREVIOUS EXPERIENCE</b>																																								
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<b>12</b>	<b>ANY OTHER INFORMATION THE APPLICANT WISHES TO GIVE IN SUPPORT OF HIS/HER CANDIDATURE</b>																																								



## DECLARATION

I hereby declare that the particulars furnished above are true and correct to the best of my knowledge and belief and I understand that in the event of any information being found false or incorrect at any stage or not satisfying the eligibility criteria according to the requirements of the relative advertisement, my candidature/engagement for the said post is liable to be cancelled/disengaged at any stage. I will not claim any employment in the bank, based on this engagement.

I hereby agree that any legal proceedings in respect of any matter of claims or disputes arising out of this application and/or out of the content of the advertisement will be instituted by me only at Vadodara and Courts/tribunals/forums at Vadodara will have jurisdiction to try the same. I undertake to abide by all the terms and conditions mentioned in the advertisement dated \_\_\_\_\_.

Place :

Date :

(Signature of Applicant)

Enclosure:

1. Copy of Aadhaar Card & PAN Card
2. Copy of document with current Address (applicable if current address is different from Aadhaar)
3. Copy of 10<sup>th</sup>, 12<sup>th</sup>, Graduation and Post Graduation Certificates (as applicable)
4. Copy of employment proof in the previous organization.

**Annexure-II**

Sr. No	Parameter	Criteria	Marks	Max marks	Score
1	Status of Active BC Agents	90% - 100%	10	10	
		80% - 90%	8		
		70% - 80%	6		
		60% - 70%	4		
		< 60%	0		
2	Growth in average deposit mobilized in PMJDY accounts over previous month	> 10 %	9	9	
		> 8 % to 10%	7		
		> 6 % to 8 %	5		
		4 % to 6 %	3		
		Less than 4%	0		
3	No of PMJDY accounts opened (% Growth over previous month)	> 10 %	9	9	
		> 8 % to 10%	7		
		> 6 % to 8 %	5		
		4 % to 6 %	3		
		Less than 4%	0		
4	Growth in Micro Insurance policies enrolled over previous month	> 15%	9	9	
		> 10% to 15%	7		
		> 5% to 10 %	5		
		1 % to 5 %	3		
		Less than 1%	0		

Sr. No	Parameter	Criteria	Marks	Max marks	Score
5	% of Zero balance A/c to total A/cs	< 2%	9	9	
		2% & less than 4%	7		
		4% & less than 6%	5		
		6% & less than 8%	3		
		> 8%	0		
6	PMJDY OD / Agri/Gold/Retail Loans	>= 30	9	9	
		20 - 29	7		
		10-19	5		
		01-09	3		
		Less than 1	0		
7	Activation of Dormant Accounts	> = 50	9	9	
		35-49	7		
		20-34	5		
		05-19	3		
		< 05	0		
8	Unfreezing of Accounts opened during the month.	100%	9	9	
		90%-99%	7		
		80% - 89%	5		
		70% - 79%	3		
		<70 %	0		
9	Adverse reports/Complaints	Less than 2 complains	9	9	

Sr. No	Parameter	Criteria	Marks	Max marks	Score
	against any BC agents	Less than 4 complains	7		
		Less than 6 complains	5		
		Less than 8 complains	3		
		More than 9 complains	0		
10	Indulgence in round tripping transactions / frauds by agents of CBC	Less than 2 cases	9	9	
		Less than 4 cases	7		
		Less than 6 cases	5		
		Less than 8 cases	3		
		More than 9 cases	0		
11	<b>Customer Satisfaction Index</b> Feedback from BM, FI Coordinators regarding qualitative aspect of BC supervisor such as their behaviour, communication with BC agents & Customers, handling Situations.	Excellent	9	9	
		V Good	7		
		Good	5		
		Satisfactory	3		
		Poor	0		
<b>TOTAL</b>					

(To be stamped as per applicable rate)

## AGREEMENT FOR ENGAGEMENT OF SUPERVISOR FOR BUSINESS CORRESPONDENT AGENTS

This Agreement is made at \_\_\_\_\_ on this.....day of .....2020.

**BANK OF BARODA**, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertaking Act, 1970 and having its Head Office at Baroda Bhawan, R. C. Dutt Road, Alkapuri, Vadodara, 390007 and Corporate Office at Baroda Corporate Centre C-26, G-Block, Bandra-Kurla Complex, Mumbai 400051 (hereinafter referred to as "Bank", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successor and permitted assign)

AND

**Mr./Mrs./Ms.**.....S/o/D/o.....aged.....R/o.....(hereinafter referred to as the ("Other Party"))

Each Bank and Other Party shall hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

### RECITALS

WHEREAS:

1. The Bank wishes to extend the banking services in un-banked / under-banked areas under the Financial Inclusion initiative. The objective is to ensure financial services to the excluded segment.
2. The Bank has implemented Financial Inclusion initiative for providing banking Services to unbanked and excluded segment of the society through Business Correspondents (BCs). The Business Correspondents are using Kiosk solution, Tablet solution, MicroATM for providing the banking services which should essentially include implementation, supply / delivery, installation, operation, customization, commissioning, maintenance and support, of all the necessary Infrastructure (including hardware, software, aggregation server, smart card, management services and so on) and engaging / managing of Business Correspondents for successful implementation of the Financial Inclusion Plan of the bank.
3. The Bank has already engaged Corporate Business Correspondents to implement the Financial Inclusion Plan. The said Service Provider will provide the Business Correspondents for successful implementation of the Financial Inclusion Plan. In this regard, the Bank is in search for BC Supervisors, who can monitor, manage & supervise day to day functioning of the Business Correspondents and also provide feedback to the Bank.

Parties desire to set forth herein their understanding and agreement regarding the terms and conditions for the said Assignment.

**NOW, THEREFORE,** in consideration of the foregoing recitals, promises and covenants set forth herein, the Parties, intending to be legally bound, do hereto agree as follows

## **STANDARD OF PERFORMANCE**

The Other Party must perform the Services and carry out it's obligations under this Agreement with due care, honesty and absolute loyalty while rendering the Services to the Bank. The Other Party shall, without any bias, render Services in the best interest of the Bank.

The Other Party must procure to provide and perform complete and absolute Services aforesaid without any negligence or delay on timely basis. The Other Party are refrained from doing any act or saying anything or perform any Services in a manner that might be detrimental to the reputation of the Bank, its management or which in any way adversely affect the business of the Bank.

## **ROLE AND RESPONSIBILITIES OF BC SUPERVISORS**

### **14. ROLE AND RESPONSIBILITIES**

- I. Monitor 50-60 BCs assigned. The number of BC to be monitored may be increased as per discretion of the Bank.
- II. Ensure that banking services are available to the identified villages/ SSAs (Sub Service Areas)/ Non-SSAs including communities in urban/metro areas.
- III. Educate BCs about their roles and responsibilities.
- IV. Ensure redressal of grievances of customers/BCs and submit feedback to link branch with copy to Regional Office.
- V. Conduct meetings in the villages/SSAs/Non-SSAs as well as communities in their operational area to encourage villagers/customers for availing of banking services of our bank and submit the report to Regional Manager.
- VI. Visit to allocated villages/ SSAs/ Non-SSAs as well as communities in their operational area and BC points in the district at least once in 15 days and submit the report to FI coordinators of the Region.
- VII. Monitor & Control the activities of the BCs in coordination with link branch. BC supervisors must ensure that BCs remain active.

- VIII. Ensure that the BCs are operational during the working hours as per extant guidelines of the bank. To ensure that the BCs are available on daily basis and transactions in the BC points are taking place as per prescribed norms/guidelines.
- IX. Ensure that BCs are not doing any type of off-line transactions at BC points.
- X. Ensure that BCs are engaged in cross selling of our bank's and third party products.
- XI. Ensure that BCs are engaged in recovery of our bank's dues.
- XII. Conduct financial literacy sessions with villagers/communities during his visit to the villages/BC points.
- XIII. Ensure that BCs have displayed the Dos & Don'ts board at BC points.
- XIV. Ensure that BCs are issuing only system generated slips to customers.
- XV. Ensure that BCs are not using any stationery of the bank.
- XVI. BC Supervisor must take feedbacks from local customers regarding functioning of the BC agent during his visit and submit the feedback/Report to Regional Office.
- XVII. Plan and organize camps in consultation with the link branch /Regional Office from time to time for achieving various targets.
- XVIII. Coordinate with the branch and service provider for appointment of BCs for suitably identified locations. In case of attrition of BCs, coordinated action should be taken for substitution of BCs at the earliest to ensure that continued banking services are available to customers.
- XIX. To identify BCs for uncovered villages allotted by DFS.
- XX. Ensure that the details of field BC and officer visiting the village are displayed in the village.
- XXI. Coordinate and interact with link branch, Regional Office and Corporate BCs and submit the suggestions for improvement of BC activities, if any.
- XXII. Arrange for locational training programs on technical updates, operational guidelines etc for BCs.
- XXIII. The BC Supervisor will monitor the performance of each BC through dash board.
- XXIV. The BC Supervisors will be responsible for fixation of targets and monitoring the progress vis-à-vis target. BC Supervisor will be evaluated based on the performance and achievement of various targets of BC agents.
- XXV. Region should allocate village wise monthly targets for business development under financial inclusion to link branches. The BC supervisors would monitor the business development in village vis-à-vis targets. In the case of non-achievement of targets of financial inclusion in case more than 50% of BCs under particular supervisor for consecutive 2 months or any 2 quarters, the performance will be reviewed for

continuation of service by Regional Head and if deemed fit, he/she can be discontinued with prior approval of Zonal Head. BC wise target has been allotted to all the corporate BCs by FI department HO.

- XXVI. Perform quarterly Verification of Cash with BCs and submit report to the link branch.
- XXVII. BC Supervisor should submit a monthly report of their performance to Regional FI Coordinator in the prescribed format devised by respective Regional Offices.
- XXVIII. Any other duties assigned by the bank as and when assigned.

## TERM AND TERMINATION OF SERVICE

The contract will be initially for period of 12 months subject to review every 6 months. Either party can initiate for termination of contract by giving 30 days' notice. However, in case of non-satisfactory conduct /misbehavior, bank reserves the right to terminate the contract instantly without any prior notice and assigning any reason.

## REMUNERATION

A mixed structure of monthly remuneration of BC Supervisor comprising both fixed and variable components will be paid. The variable component will be ascertained based on the score secured by each BC agent on various parameters as per Annexure. The compensation will be paid after deduction of applicable tax including TDS, if any and no other remuneration in the form of TA / DA, telephone charges etc will be paid.

Sr. No	Fixed Component	Variable Component
1	Rs. 15,000/-	Rs. 10000/-

## INDEMNITY

The Other Party agrees fully and effectually to indemnify the Bank ("Indemnified") against the Losses suffered or incurred by the Bank as a direct result of any negligent or fraudulent act or omission by it, in breach of any of its obligations contained or referred to in this Agreement. In addition, the Other Party hereby also agrees to indemnify and hold harmless the Bank against the Losses, claims, made or incurred against the Bank arising out of or in connection with the performance or discharge of Other Party's obligations and duties under this Agreement or in respect of any Losses sustained or suffered by any third party, otherwise than by the Bank' gross negligence or willful misconduct.

## DUTY TO INFORM AND CONFIDENTIALITY

All Confidential Information shall be deemed confidential and property of the Party disclosing ("Disclosing Party") such Confidential Information; and the receiving Party ("Receiving Party") shall not disclose or provide any Confidential Information to any third party. The Receiving Party may use the Confidential Information of the Disclosing Party during the term of this Agreement only as permitted or required for the Disclosing Party's performance under this Agreement. No Receiving



Party may use for its own business purposes or disclose to any third party any Confidential Information without prior written consent of the Disclosing Party.

This Confidentiality clause and obligations hereof shall survive any termination of this Agreement.

## GOVERNING LAW & COMPETENT JURISDICTION

This Agreement shall be subject to and construed in accordance with the laws of India. The Parties hereby submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the Courts in Mumbai, This Clause shall survive the expiry of this Agreement.

## DISPUTE RESOLUTION

In the event of any claim, dispute or difference arising out of or in connection with the implementation of this Agreement, or out of or in connection with any breach or alleged breach of this Agreement (hereinafter referred to as the "Dispute") between the Parties hereto, the Parties hereby agree to refer such Dispute to Arbitration. The Arbitrator shall be appointed by the Bank only. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

## NO EMPLOYER – EMPLOYEE RELATIONSHIP

The Other Party engaged by the Bank is only on the **contractual basis** with specified terms and conditions for a limited period and subject to satisfactory services. Bank reserve the right to cancel the Contract of Service at any time at its discretion without assigning any reason whatsoever. It is further clarified that there is no employer - employee relationship existing between the Bank and the Other Party.

## REPRESENTATION AND WARRANTIES

- i. The Other Party represent that there are no criminal proceeding(s) is pending against it and / or subject to any criminal proceedings where other party remains in detention for more than - 24- hours in the past.
- ii. The Other Party has understood the Job role and veracity of the proposed assignment.
- iii. The Other Party is not suffering from any disease which is impediment for discharging the Services.
- iv. The Other Party presently has not been in the Services with any other employer and / or engaged in any other activity(s) which will hamper the proposed work as BC's Supervisor.
- v. The Other Party has not canceled any material information, which if disclosed, would be an impediment for this engagement. The Other Party understood that if the Bank came across any such fact(s) in future which was not disclosed by the Other Party at the time of engagement, in all such event(s), the Bank is at liberty to initiate criminal action and / or any other suitable proceedings against the Other Party.

**Severability:**

If any term or provision or clause of this Agreement is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

In witness whereof, the Parties hereto set the hands on the day and the year first hereinabove mentioned.

**For Bank of Baroda**

**Mr / Mrs / Ms.....**

**Authorized Signatory**

**Signature**

**Place.....**

**Date.....**

**Annexure**

Sr. No	Parameter	Criteria	Marks	Max marks	Score
1	Status of Active BC Agents	90% - 100%	10	10	
		80% - 90%	8		
		70% - 80%	6		
		60% - 70%	4		
		< 60%	0		
2	Growth in average deposit mobilized in PMJDY accounts over previous month	> 10 %	9	9	
		> 8 % to 10%	7		
		> 6 % to 8 %	5		
		4 % to 6 %	3		
		Less than 4%	0		
3	No of PMJDY accounts opened (% Growth over previous month)	> 10 %	9	9	
		> 8 % to 10%	7		
		> 6 % to 8 %	5		
		4 % to 6 %	3		
		Less than 4%	0		
4	Growth in Micro Insurance policies enrolled over previous month	> 15%	9	9	
		> 10% to 15%	7		
		> 5% to 10 %	5		
		1 % to 5 %	3		
		Less than 1%	0		

Sr. No	Parameter	Criteria	Marks	Max marks	Score
5	% of Zero balance A/c to total A/cs	< 2%	9	9	
		2% & less than 4%	7		
		4% & less than 6%	5		
		6% & less than 8%	3		
		> 8%	0		
6	PMJDY OD / Agri/Gold/Retail Loans	>= 30	9	9	
		20 - 29	7		
		10-19	5		
		01-09	3		
		Less than 1	0		
7	Activation of Dormant Accounts	> = 50	9	9	
		35-49	7		
		20-34	5		
		05-19	3		
		< 05	0		
8	Unfreezing of Accounts opened during the month.	100%	9	9	
		90%-99%	7		
		80% - 89%	5		
		70% - 79%	3		
		<70 %	0		
9	Adverse reports/Complaints	Less than 2 complains	9	9	

Sr. No	Parameter	Criteria	Marks	Max marks	Score
	against any BC agents	Less than 4 complains	7		
		Less than 6 complains	5		
		Less than 8 complains	3		
		More than 9 complains	0		
10	Indulgence in round tripping transactions / frauds by agents of CBC	Less than 2 cases	9	9	
		Less than 4 cases	7		
		Less than 6 cases	5		
		Less than 8 cases	3		
		More than 9 cases	0		
11	<b>Customer Satisfaction Index</b> Feedback from BM, FI Coordinators regarding qualitative aspect of BC supervisor such as their behaviour, communication with BC agents & Customers, handling Situations.	Excellent	9	9	
		V Good	7		
		Good	5		
		Satisfactory	3		
		Poor	0		
<b>TOTAL</b>					

The variable component of the commission will be decided as per the slab given below

Sr. No	Scoring	Variable Component
1	>=30 – 39	Rs.4000/-
2	>= 40 – 49	Rs. 5000/-
3	>=50 – 59	Rs. 6000/-
4	>=60 – 69	Rs. 7000/-
5	>=70 – 79	Rs. 8000/-
6	>=80 – 89	Rs. 9000/-
7	>=90-100	Rs. 10,000/-