

## Government of West Bengal Government General Degree College, Kalna-I Muragacha, Medgachi, Purba Bardhaman-713405 Website: www.ggdck.ac.in; E-mail: govt.collegekalna1@gmail.com

# MoU –26 Governance and supportive facilities



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1		ANNEXTURE 'D'
Agreement between Bank a facility	and the Corporate Custom	er for State Bank Collect

AGREEMENT made at SBI, Dhartigram Branch on this THIS 02/01/2018 between : Government General Degree College at kalna-l, an Firm/ Company / Institution of incorporated under the provisions of the Companies Act, 1956 and having its registered office at Vill-Muragacha, Post-Medhgachi, Block-Kalna-I , Pin-713405 Wherever applicable, and hereinafter referred to as "Corporate Customer" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its subsidiary, successors and assigns of the First PART;

Officer-in-Charge Government General Degree College at Kaina-1



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State Bank of India, a statutory corporation constituted under State Bank of India Act 1955, having its Corporate Office at Madame Cama Road, Nariman Point, Mumbai 400021 (herein after referred to as "SBI") which shall include all its successors and permitted assigns of the Second PART.



#### WHEREAS:

- A. The Corporate Customer having Khata Plus / Vyapaar / Vistaar facility wishes to offer services to its beneficiaries/users, who require transfer of funds to the account of the Corporate Customers through the State Bank Collect facility under Corporate Internet Banking and the users can generate online receipt for the funds transferred. The Corporate Customer also wishes to have details of all such transfer of funds from their various beneficiaries/users
- B. SBI is in the business of providing banking services including 'internet banking facilities' to its customers consisting of direct debit to bank account through the internet where SBI's customers are provided banking facilities for their bank accounts maintained at SBI through the Internet, including checking their bank accounts and third party funds transfer, payment of bills online etc. At the request of Corporate Customers, SBI has agreed to provide the State Bank Collect facility to the Corporate Customers on the terms and conditions stipulated by SBI.
- C. The Corporate Customer and SBI are desirous of entering into an arrangement whereby the users, visiting the Corporate Customer's allotted State Bank Collect page, will be provided a facility to make payment/transfer funds to the account of the Corporate Customer by using the various modes of payment.
- D. The Parties hereto have agreed that their respective rights and obligations with regard to their business relationship between them inter se will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

IT IS NOW AGREED by and between the parties hereto as under: -

1. For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.

a. "User" shall mean any beneficiary of the Corporate Customer transferring funds using the various modes of payment to the account of Corporate Customer.

b. "State Bank Collect Page" shall mean the page populated by the Corporate Customer for the user to furnish the details for making payment.

- c. "CINB" shall mean the Corporate Internet Banking of the Bank provided to the Corporate Customer.
- d. "Service" shall mean services offered by the Corporate Customer to Users.

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- 2. The Corporate Customer has opened a current account in SBI being Current Account No 34986556768 at Dhatrigram Branch which account shall for the purpose of this Agreement be called the 'Collection Account' with Khata Plus/Vyapaar/ Vistaar facility under Corporate Internet Banking.
- 3. The Corporate Customer will log on to their CINB account, and choose the State Bank Collect option to generate a State Bank Collect Page and shall input therein own details and the fields for the user to provide details of the payment to be collected.
- 4. The Corporate Customer will ensure that all the fields entered by them to open the State Bank Collect page are correct and the payment collected by them is in proportion to the service provided by them and shall submit a hard copy of the State Bank Collect page and the application form to SBI for approval along with the duly signed documents relating to "Terms and Conditions" and "Agreement".
- 5. SBI upon verification shall approve and enable the State Bank Collect facility to the Corporate Customer. Once the State Bank Collect facility is enabled, the Corporate Customer can use it for Payment collection from User.
- 6. The User will log on to his Internet banking account with SBI or home page of onlinesbi.com and access the State Bank Collect page of the Corporate Customer and fill in the information as required by the Corporate Customer. On filling up the required details, the User can transfer funds by debit to his account or through other modes of payment for credit to the Corporate Customer's account. In case of receipts through modes such as debit or credit cards, the payments will be credited to the account of the Corporate Customer on T+1 basis, i.e., on the next business day excluding holidays in the state of Maharashtra and the Corporate Customers shall not claim any interest or other charges, whatsoever on account of receiving payment on T+1 basis. The User can also have an e-receipt for the transaction done through State Bank Collect as well as obtain the transactional details for a range of dates.
- 7. The details of list of such payments would be available to the Corporate Customer through their CINB account.
- 8. SBI shall not be responsible, in any way, for the quality or merchantability of any of the services, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding quality, merchantability, non-delivery and delay in delivery of the Service or otherwise will be dealt with, by and between Corporate Customer and the User directly and SBI shall not be a party to any such dispute.
- 9. The Corporate Customer undertakes to resolve all queries raised by Users pertaining to the transaction routed through State Bank Collect.

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- 10. Corporate Customer hereby undertakes and agrees not to describe themselves as an agent or a representative or employee of SBI, not to pledge the credit of SBI in any way and not to make any representation to the User or any third party or to give warranties which may require SBI to undertake to or be liable for, directly or indirectly, any obligation and/or responsibility to the User or any third party. Corporate Customer shall not at any time require the User to provide them with any details of the accounts held by them with SBI including the password, account number, Customer ID that may be assigned to the User by SBI.
- 11. The parties hereto grant each other a non-exclusive, royalty-free limited license to use, display and reproduce the logos of each other, solely in connection with the marketing of this facility, till the period the agreement stands. Corporate Customer's Obligations:
- 12. The Corporate Customer may access www.onlinesbi.com for State Bank Collect anywhere anytime. However, as a matter of precaution and safety, Corporate Customer should avoid using PCs with public access.
- 13. The Corporate Customer would ensure that the log in to State Bank Collect facility is a valid session initiated by none other than the Corporate Customer or its authorized personnel.
- 14. All transactions executed through a valid session as defined above will be construed to have been emanated from the approved Corporate Customer or authorized personnel and will be legally binding on him/them.
- 15. The Corporate Customer or its authorized personnel will not attempt or permit others to attempt accessing State Bank Collect through any unlawful means. In case of any unlawful attempt. SBI will not be responsible for any damage or loss arising out of the attempt(s).
- 16. The Corporate Customer should comply with the applicable laws and regulations in connection with the services provided through State Bank Collect and should not divulge in any activity prohibited under law.

16 A. For all the debit/credit card transactions, the Corporate Customer will abide by respective interchange ( Master Card / VISA / Rupay) regulations including charge back norms. The Corporate Customer will be bound to represent charge backs within 10 days after raising of the same by the Bank by providing valid documents as per interchange norms of Master Card / VISA / Rupay.

In case Corporate Customer fails to provide valid documents within the stipulated time, the Bank shall be at liberty to recover the amount from the Corporate Customer by debiting the Corporate Customer's account without any reference to the merchant.

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Exception

- 17. The Bank would not be responsible in any way for any information wrongly entered by the Corporate Customer or its authorized personnel in his/her State Bank Collect fields.
- 18. The authorization granted to a Corporate Customer is valid till they are availing the CINB service / till State Bank Collect facility is discontinued by the Bank. The request for deregistration from CINB / discontinuance of State Bank Collect service of an authorized Corporate Customer must be made to the SBI Branch in writing and the same will be effective when the SBI acknowledges it in writing.

#### Indemnity

- 19. Corporate Customer hereby undertakes and agrees to indemnify SBI and hold SBI harmless and keep at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of
- a. any breach or non-performance by Corporate Customer or any of their undertaking, warranty or obligation under this Agreement or
- b. any claim or proceeding brought by the User against SBI in respect of any product or services provided by the Corporate Customers, or
- any act, neglect, or default of Corporate Customer, or their authorized personnel, employees or Users including non-compliance with the applicable laws and regulations and
- any other claim by any other party / third party against SBI in respect of providing d. services or performance of this Agreement.
- 20. SBI will be at liberty to charge Corporate Customer/ User the service charges fixed for the different modes of payment from time to time.

#### Termination

21. This Agreement may be terminated either by the Corporate Customer or SBI at any point of time, by giving 30 days' notice of termination in writing to the other party on its official address as reflecting on page-1 of this agreement. In the event of the Corporate Customers committing breach of the agreement or violating any applicable law, SBI shall terminate/discontinue the facility forthwith by notice to the Corporate Customer.

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#### Arbitration

22. Any dispute or difference between SBI and the Corporate Customer hereto shall be first settled by mutual discussion failing which it shall be referred to the arbitration which will be subject to / governed by the Arbitration & Conciliation Act, 1996 and the Arbitration proceedings shall take place at Mumbai. The parties agree to submit to jurisdiction of courts in Mumbai for matters/disputes in relation to the agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in duplicate) on the day, month and year first hereinabove mentioned.

Signed and Delivered by the within named SBI,(SBI) by the hands of its Authorized Signatory

Rajib Paul in the presence of: (Witness)

damkes Chawerjer

Signed and Delivered by the within named by the hands of its Authorized Signatory Officer-in-Charge Government General Degree College at Kalno-1

Debdyuti Mukherjer

in the presence of (Witness) Memorandum of Understanding was signed between Government General Degree College, Kalna-I and State Bank of India



# Government of West Bengal Government General Degree College, Kalna-I

Declaration of MoU related activities		
Name of the College:	Government General Degree College, Kalna-I	
Name of the Collaborating Organization/	State Bank of India, Madame Cama Rd, Nariman	
Institute	Point, Mumbai 400021	
Start Date :	02.01.2018	
Duration :	Continuing	
Purpose of the MoU :	State Bank Collect Facility for E- Governance to	
	provide student support	
Outcome :	Easy payment facility for SBI transaction as Corporate	
	Customer especially for payments related to the	
A Carrie Destroy	University of Burdwan . During pandemic, college	
Principal Government General Degree College	regularly used the facility to submit admission or	
Naing-1	exam related payments to the university of Burdwan.	

## Government of West Bengal Government General Degree College, Kalna-I

### **SBI Collect**

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Accountwise settlement report - Tools for reconciliation purposes.	Sovemanent Georeral Degree College Kalna-I	