



Annexure to SMEFD Circular No. 17 dated November 2, 2009

Refinancing Facility for Modernization of Small and Medium Enterprises (SMEs)

1. Scope and Eligibility Criteria:

- i) Financing shall be available only for Balancing, Modernization and Replacement (BMR) of existing units / projects.
- ii) Only SME borrowers, as defined in Prudential Regulations for SMEs, shall be eligible to avail financing facilities under the Scheme.
- iii) Financing shall be available only for import/purchase of new Rice Husking Machines, Paddy Driers and Parboiling Plants by the sponsors of Rice Husking Mills / Automatic Sella Plants.

Any other small and medium enterprises as and when made eligible for the purpose shall be notified separately.

2. Period of Financing and Grace Period:

Financing under the Scheme shall be available for a maximum period of seven years including a maximum grace period of six months.

3. Participants:

Financing facilities under the Scheme shall be provided through all commercial banks and Development Finance Institutions (DFIs).

4. Availability of Funds:

Financing under the Scheme shall be provided by the banks/DFIs on first come first served basis within the overall amount earmarked for the purpose. While adequate funds have been earmarked for the Scheme under reference, the banks/DFIs shall, however, be required to approach SME Finance Department, State Bank of Pakistan, before release of finances to the borrowers for confirming the availability of funds. State Bank will respond to the concerned bank/DFI within three working days in this regard with a copy to the concerned office of the SBP BSC (Bank) from where it will avail refinance.



5. Rates of Service Charges / Mark-up:

- i) The rate of service charge at which SBP will provide refinance to the banks/DFIs shall be determined on the basis of / reference to the average of weighted average yields of last two auctions of 3, 5 and 7 years PIBs subject to the following:-
  - a) The service charges shall be announced for each fiscal year and shall remain valid for a period of one year from 1st July to 30th June.
  - b) The rate of mark-up once fixed shall remain locked-in for the entire duration of the loan, provided the borrowers continue to repay all scheduled installments by the respective due dates. Similarly, in cases where the loan amount is not disbursed in full during the validity of an applicable rate, the un-disbursed amount shall attract the new rate of finance/refinance applicable on the date of its disbursement by the bank/DFI.

6. Grant of Refinance:

- i) The State Bank shall provide refinance to each bank/DFI on service charges (mark-up) basis in terms of Section 17 (2) (d) read with section 22 of State Bank of Pakistan Act 1956.
- ii) Refinance shall be allowed to the Banks/DFIs by the concerned office(s) of SBP BSC (Bank) on submission of documents as may be required by State Bank. The documents initially required are attached herewith.

7. Repayment of the loans:

- i) Principal amount of loans shall be repayable in equal quarterly / half yearly installments after prescribed grace period, if any. However, if a borrower repays the loan amount or its installment, in part or in full, before the due date(s), the banks/DFIs shall be under obligation to repay the amount(s) so received within three working days to the concerned office of SBP-BSC (Bank) failing which fine for late adjustment of loan will be recovered from the concerned bank/DFI, at the rate specified by the State Bank.
- ii) The refinance granted by SBP-BSC offices to the Banks/DFIs shall be recovered on the due dates as reported in the original repayment schedule from the account of the banks/DFIs maintained with the respective office of the SBP BSC (Bank). In case the borrowers fail to make repayment of the amount of installment as per the original repayment schedule, the bank/DFI will be entitled to charge normal rate of mark up on such overdue principal amount besides taking other actions to recover the same as are incidental to such defaults. In no case the liability of banks/DFIs to pay/repay to SBP BSC the principal amount of



refinance, or mark up or any other charges or penalty thereon shall be dependent upon the recovery from the borrower nor shall such liability be affected by any default on the part of the borrower.

- iii) Mark-up shall be paid on quarterly basis.

8. Other Terms & Conditions:-

- i) Financing under the Scheme shall be subject to compliance with all rules and regulations including Prudential Regulations for SMEs.
- ii) Banks/DFIs shall not take more than six weeks in evaluating an application for financing under the Scheme from the date of receipt of complete information from the borrower. Where the request is declined, the bank/DFI will explicitly apprise the prospective borrower of the reasons for rejecting the application.
- iii) Financing banks/DFIs shall ensure fulfillment of requisite pre-disbursement formalities by the borrower through due diligence as per their own internal arrangements to avoid malpractice and mis-utilization of funds under the Scheme.
- iv) Financing under the scheme shall be available only against LCs in case of financing against imported plant and machinery.
- v) Banks/DFIs shall consider financing based on the debt to equity requirements as prescribed in Prudential Regulations for SMEs. The financing bank/DFI may, however, ask for higher contribution of equity from the borrowers keeping in view individual risk profile.
- vi) Refinance shall be provided on the basis of certification by the Internal Audit of the financing bank/DFI with regard to confirmation that the loan is within the terms and conditions laid down in the Scheme. A copy of the said Internal Audit Certificate shall also be submitted to the concerned office of SBP BSC at the time of availing the refinance facility.
- vii) Second-hand machinery shall not be eligible under the scheme.
- viii) Financing under the Scheme shall be checked/verified by our Banking Inspection Department (BID) during inspection of the banks/DFIs to ensure that the same have been allowed as per the terms and conditions of the Scheme.
- ix) Financing shall not be available for the purpose of acquisition of land, construction of building etc.
- x) Financing under the facility shall be available to the extent of the C & F value of the imported new plant and machinery and / or ex-factory/showroom price of the new locally manufactured machinery to be purchased by the eligible borrowers.



- xi) Advance payment to the extent of 20% of the C&F value / ex-factory / showroom price can be made in terms of related underlying agreement by securing the bank's interest.
- xii) Disbursements by banks/DFIs should not be made to the borrower directly; instead payments shall be made to the manufacturers / suppliers of the machinery.
- xiii) Where a bank/DFI considers the requests of their borrowers for rescheduling of loans granted under the Scheme, the principal amount of refinance shall only be rescheduled in a way that total tenor of refinancing under the scheme does not exceed maximum period of 7 years from the date of original disbursement made by the banks/DFIs. Further, the borrower shall be liable to make payment of mark-up at the rate applicable on the date of such rescheduling, or the original rate whichever is higher.

9. Fines:-

- i) In case of violation of the terms & conditions of the Scheme, the State Bank shall reserve the right to recover the amount of refinance granted to the bank/DFI along-with fine at the rate of Paisa 60 per day per Rs 1000/- or part thereof.
- ii) In case, a borrower will make early repayment(s) of the amount of loan/installment(s) and bank/DFI fails to repay the same to concerned office of SBP-BSC within three working days as mentioned in clause 7(i) above, late adjustment fine will be charged from the concerned bank/DFI at the rate of Paisa 60 per day per Rs 1,000 or part thereof or prospectively at such rate as may be announced by the State Bank from time to time.

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