

## **Guidelines for Member Lending Institutions for Support for Credit Assistance for E-Commerce Exporters**

In pursuance of Trade Notice No. 31/2025-26 dated 6 March 2026, issued by the Directorate General of Foreign Trade (DGFT), Ministry of Commerce & Industry, Government of India, regarding the launch of Support for Credit Assistance for E-Commerce Exporters under Export Promotion Mission (EPM) – NIRYAT PROTSAHAN, and in terms of Annexure-IV thereof, the following Guidelines for Lending Institutions are hereby issued by the Export-Import Bank of India (Exim Bank) for operationalisation of the said intervention.

### **1. Definitions**

- a. **“Amount in Default”** means the amount of outstanding Credit Facility (including interest accrued up to the date of Non-Performing Asset [NPA]), as on the date of the account becoming NPA as per extant RBI guidelines, or the date of lodgement of claim application, whichever is lower.
- b. **“Collateral Security”** means the security provided in addition to the primary security, in connection with the credit facility extended by a Member Lending Institution to an Eligible Borrower.
- c. **“Credit Facility”** means any financial assistance by way of Cash Credit, Overdraft or Working Capital facilities extended by the Member Lending Institution to the eligible micro, small and medium enterprises (MSMEs) under the Intervention. The financial assistance provided as part of the Intervention is to be operated as a separate loan account/ sub limit.
- d. **“MSME”** means a business entity as per the definitions of MSME by Ministry of MSME (as amended from time to time) that are engaged in cross-border trade of goods through e-commerce marketplaces or non-platform-based e-commerce channels, E-Commerce Export Hubs, courier or postal routes, or overseas warehouses.
- e. **“Eligible Borrower”** means MSMEs engaged in cross-border trade of goods through recognised e-commerce platforms and that meet the eligibility norms under

the Intervention and to which credit facility has been provided by the Member Lending Institution.

- f. **“Exim Bank”** means the Export-Import Bank of India, established under the Export-Import Bank of India Act, 1981.
- g. **“Export Obligations”** means the level of exports to be achieved by the borrower in the preceding year, to remain eligible for support under the Intervention.
- h. **“Guarantee Cover”** means maximum cover available in respect of the credit facility extended by the Member Lending Institution.
- i. **“Non-Performing Assets”** means an asset classified as non-performing based on the instructions and guidelines issued by the Reserve Bank of India from time to time.
- j. **“Member Lending Institution (MLI)”** means a Scheduled Commercial Bank/ All India Financial Institution as defined in sub-clause (i) of clause (c) of Section 45-I of RBI Act, 1934.
- k. **“Primary Security”** in respect of a credit facility shall mean the assets created out of the credit facility so extended.
- l. **“Intervention”** means the Credit Assistance for e-Commerce Exporters.
- m. **“Tenure of Guarantee cover”** means the maximum period for which the Guarantee cover shall be valid.
- n. **“NCGTC”** means National Credit Guarantee Trustee Company Limited set up on March 28, 2014 by the Government of India to act as the Trustee to operate various Credit Guarantee Funds/Trusts, set up/to be set up by the Government of India from time to time.
- o. **“Trust”** means the E-Commerce Credit Guarantee Trust set up/to be set up by the Government of India with the purpose of guaranteeing credit facility(s), extended by the Member Lending Institution(s) to the Eligible Borrowers under this Intervention.

## **2. Examination of Proposals/Applications**

- a. Identity validation, financial and non-financial assessments would be undertaken by the MLIs for MSMEs (involved in international value chains through e-commerce) as per their regular assessment.
- b. In case of Direct e-Commerce Credit Facility, the sanction limit shall be the lower of

the Credit Limit calculated based on ECEH data and past e-commerce track record through postal/courier route; and the limit determined through the MLI's own credit assessment process.

- c. In case of Direct e-Commerce Credit Facility for exporters storing their inventory in ECEHs, Credit Limit shall be defined based on a risk model, considering the following parameters—
  - i. Turnover for sales through ECEH/ e-commerce in the preceding year
  - ii. Projected revenue estimates based on market trends.
  - iii. Daily Average Stock Value for stock-based cap on limit
  - iv. Return Ratio Adjustment: Deductions based on the proportion of returned goods
  - v. Sectoral Risk Adjustment: Based on seasonality, perishability, high-risk [SR%- 0-5% based on Exim Bank's sectoral risk matrix].
- d. In case of Direct e-Commerce Credit Facility for exporters engaged in direct exports through postal/ courier route, Credit Limit shall be set at 20% of average e-commerce exports sales in the past two years.
- e. In case of Overseas Inventory E-Commerce Credit Facility, Credit Limit shall be assessed up to a maximum of 50% of the cost of inventory.
- f. No collateral, other than primary security (warehouse receipt/ hypothecation of stocks/ charge over receivables), shall be stipulated in case of direct e-commerce credit facility.
- g. Exim Bank will verify the identity, eligibility and limits based on the documents submitted by the MLI, as well as independent data sources.
- h. Any request for consideration and in-principal approval shall be disposed by Exim Bank within 3 working days. NCGTC will provide approval within one working day.

### **3. Claim Settlement and Recovery**

- a. The MLI will be eligible to request for a claim for dues, including principal and interest but excluding penal interest/ charges, after 90 days but no later than 360 days of the borrower account turning NPA.
- b. The MLI shall submit the following details/documents to NCGTC while submitting the claim, without which the claim shall not be entertained:
  - i. Recall Letter;
  - ii. Copy of Ledger of facility under the Scheme;

- iii. Management Certificate with regard to the claim.
- c. The Trust will make payment within 30 working days of receipt of all prescribed documents supporting the claim.
- d. The Trust will make 80% of the payment within 30 working days of receipt of all prescribed documents supporting the claim. In case of Direct e-Commerce Credit Facility, the remaining 20% of the payment shall be made after completion of 1 year from the settlement of first claim or completion of recovery proceedings, whichever is earlier. In case of Overseas Inventory E-Commerce Credit Facility, the remaining 20% of the payment shall be made after completion of 2 years from the settlement of first claim or completion of recovery proceedings, whichever is earlier.
- e. The MLI will take necessary steps for recovery of the loan as an agent of the Trust. The MLI shall first utilise the recovery proceeds to repay the Trust pro-rata to its exposure within 5 working days of effecting recovery.

#### **4. Guarantees Under the Intervention**

- a. Subject to the other provisions the Guarantees under the Intervention shall be provided by the Trust to MLI which has entered into the necessary agreement for this purpose with the Trust, in relation to credit facilities extended to an Eligible Borrower.

#### **5. Credit Facilities Not Eligible**

The following credit facilities shall not be eligible for being guaranteed under the Intervention:

- a. Any credit facility in respect of which risks are additionally covered by Government or by any general insurer or any other person or association of persons carrying on the business of insurance, guarantee or indemnity, to the extent they are so covered.
- b. Entities shall not be eligible for support under this Intervention if credit facility has been covered for guarantee through any other Scheme.
- c. Any credit facility, which does not conform to, or is in any way inconsistent with, the provisions of any law, or with any directives or instructions issued by the Central Government or the Reserve Bank of India, which may, for the time being in force will not be eligible for support under this Intervention.

- d. A borrower shall not be eligible if, in respect of any credit facility covered under this Intervention or under the schemes mentioned in clauses above, the lending institution has invoked a guarantee due to the borrower's default and any amount payable to the Trust under such guarantee remains unpaid.

## **6. Documentation to be Executed by the Lending Institutions**

- a. A lending institution shall enter requisite documentation with the Trust in such form as may be required by the Trust for seeking guarantee coverage for all the eligible credit facilities granted by the lending institution, for which provision has been made in the Intervention.
- b. All Scheduled Commercial Banks/ All India Financial Institutions are eligible for registration under the Intervention. Eligible institutions will have to register for the Intervention with the Trust as a MLI by submitting an undertaking on stamp paper of the requisite value (to be stamped as an Agreement under the local Stamp Act where the document is executed) to office of NCGTC. The undertaking is to be executed by an official authorised by appropriate authority of the lending institution.

## **7. Loan Sanction and Guarantee Coverage**

- a. The following guidelines pertain to sanctions/ credit limits under Direct E-Commerce Credit Facility for exporters engaged in direct exports through courier/ postal route. The guidelines for Direct E-Commerce Credit Facility for exporters storing their inventory in ECEHs and Overseas Inventory E-Commerce Credit Facility shall be separately notified by Exim bank.
- b. Applicants shall approach one of the MLIs with the Unique Identification Number (UIN) generated online to apply for support under the Intervention.
- c. The MLI shall assess the applicant's creditworthiness using its internal evaluation mechanism and the guidelines defined by Exim Bank.
- d. On sanctioning the loan, the MLI shall apply for credit guarantee support to Exim Bank. Under the Direct E-Commerce Credit Facility for exporters engaged in direct exports through courier/ postal route, the guideline for MLIs is that they should obtain and provide a certificate from an independent CA confirming the exports

made by the borrower through the postal or courier route during the previous two years, along with supporting documents, in the prescribed format. The credit limit may be up to 20% of the applicant's cross-border e-commerce sales (via postal or courier channels) in the previous two years, subject to a maximum cap of ₹50 lakh.

- e. On receipt of application from MLI, the guarantee application will be reviewed by Exim Bank by validating UIN issued on the online portal, and assessing the application based on a risk model. Exim Bank will verify the identity, eligibility and limits. Upon satisfactory review, Exim Bank will advise in-principal approval to the MLI under intimation to NCGTC, within three business days. NCGTC shall review the in-principle approval for conformity with the scheme guidelines, and convey approval within one business day.
- f. NCGTC shall advise the MLI on the guarantee fee payable on the guarantee cover issued under the Scheme.
- g. NCGTC shall issue credit guarantee to the MLI upon receipt of the applicable fee from the MLI.
- h. At the time of renewal, Exim Bank shall verify the export obligations that are required to be fulfilled by the beneficiaries in the previous year for continuation of the guarantee support. In the Direct E-Commerce Credit Facility for exporters engaged in direct exports through courier/ postal route, export obligation is defined as at least 50% of the arithmetic mean of export performance in the previous two years through postal and courier route, and in any case, not lower than the value of the credit facility.

## **8. Responsibilities of Lending Institutions**

- a. The MLI shall evaluate credit applications by using prudent banking judgement and shall use their business discretion / due diligence in selecting commercially viable proposals and conduct the account(s) of the borrowers with normal banking prudence, as it might have exercised in the normal course if no guarantee had been furnished by the Trust.
- b. The MLI shall closely monitor the borrower account.

- c. The MLI shall safeguard the primary securities taken from the borrower in respect of the credit facility in good and enforceable condition under Direct E-Commerce Credit Guarantee Facility.
- d. The MLI shall ensure that in case of default, the guarantee claim in respect of the credit facility and borrower is lodged with NCGTC in the form and manner and within such time as may be specified. There shall not be any delay on MLIs part to notify the default in the borrowers account which shall result in the Trust facing higher guarantee claims.
- e. The payment of guarantee claim by the Trust to the MLI does not in any way take away the responsibility of the lending institution to recover the entire outstanding amount of the credit from the borrower. The lending institution shall exercise all the necessary precautions and maintain its recourse to the borrower for entire amount of credit facility owed by it and initiate such necessary actions for recovery of the outstanding amount, including such action as may be advised by the Trust.
- f. The MLI shall comply with such directions as may be issued by the Trust, from time to time, for facilitating recoveries in the guaranteed account, or safeguarding the interest of the Trust as a guarantor, as the Trust may deem fit and the lending institution shall be bound to comply with such directions.
- g. The MLI shall, in respect of any guaranteed account, exercise the same diligence in recovering the dues, and safeguarding the interest of the Trust in all the ways open to it as it might have exercised in the normal course if no guarantee had been furnished by the Trust. The MLI shall refrain from any act of omission or commission, either before or after invocation of guarantee, which may adversely affect the interest of the Trust as the guarantor. The MLI should intimate the Trust while entering any compromise or arrangement, which may have effect of discharge or waiver of personal guarantee(s) or security.
- h. The MLI shall also ensure either through a stipulation in an agreement with the borrower or otherwise, that it shall not create any charge on the security held in the account covered by the guarantee for the benefit of any account not covered by the guarantee, with itself or in favour of any other creditor(s) without prior written permission of the Trust. Further the MLI shall secure for the Trust or its appointed

agency, through a stipulation in an agreement with the borrower or otherwise, the right to list the defaulted borrowers' names and particulars on the Website of the Trust.

## 9. Annual Guarantee Fee

- a. The annual guarantee fee shall be charged on the guaranteed amount for the first year and on every renewal thereafter. The Guarantee Fee to be charged under the various Interventions is given in the Table below.

<b>Sub - Intervention</b>	<b>Guarantee Fee</b>
Direct E-Commerce Credit Facility	0.5% p.a.
Overseas Inventory E-Commerce Credit Facility	1.0% p.a.

- b. Annual guarantee fee shall be paid to the Trust by the MLI availing of the guarantee within 15 days from the date of Performa Invoice of guarantee fee by the Trust. In case of delay in payment, the Trust will accept the guarantee fee with late payment charges till 30 days from the date of Performa Invoice. In case the guarantee fee is not received within the stipulated timelines, the guarantee cover shall lapse.
- c. If the guaranteed account gets closed due to non-payment of annual guarantee fee, the guarantee under the Intervention shall not be available and request for revival of accounts/ delayed payment will be considered as a fresh sanction for guarantee support.

## 10. Extent of Guarantee Coverage

- a. The Guarantee cover under the various sub-Interventions is given in the Table below. The Guarantee amount will be net off the value of collateral security.

<b>Sub - Intervention</b>	<b>Guarantee Cover</b>
Direct E-Commerce Credit Facility	Up to 90%
Overseas Inventory E-Commerce Credit Facility	Up to 75%

## **11. Claims – Invocation of Guarantee**

- a. The MLIs are required to inform the Trust the date on which the account was classified as NPA in a particular quarter, within 45 days from end of the quarter.
- b. The MLI may invoke the guarantee in respect of credit facility not earlier than 90 days and within a maximum period of 360 days of the borrower account turning NPA, if the following conditions are satisfied.
  - i) The guarantee in respect of that credit facility was in force at the time of account turning NPA.
  - ii) The amount due and payable to the MLI in respect of the credit facility has not been paid and the dues have been classified by the MLI as Non-Performing Assets. Provided that the MLI shall not make or be entitled to make any claim on the Trust in respect of the said credit facility if the loss in respect of the said credit facility had occurred owing to actions / decisions taken contrary to or in contravention of the guidelines issued by the Trust.
  - iii) The credit facility has been recalled and the recovery proceedings have been initiated under due process of law. The MLI must furnish evidence to the Trust that substantive recovery steps have been taken prior to filing the claim.
- c. The accounts classified by the MLI as Fraud / Wilful defaulter shall not be considered eligible for Claim Settlement.
- d. While online lodgement of the claim, MLIs have to submit the Declaration & Undertaking electronically along with the checklist displayed in the system.
- e. The account slipping into NPA within 90 days from the date of issuance of first guarantee cover shall not be considered eligible for Claim Settlement.
- f. The claim invocation shall be received by the Trust, along with the prescribed documents supporting the claim. These documents shall include, but not limited to, records demonstrating the efforts made by the MLI for recovery of the dues, to the satisfaction of the Trust. The Trust will settle 80% of the payment against the valid claim within 30 working days of receipt of all prescribed documents supporting the claim. In case of Direct e-Commerce Credit Facility, the remaining 20% of the

payment shall be made after completion of 1 year from the settlement of first claim or completion of recovery proceedings, whichever is earlier. In case of Overseas Inventory E-Commerce Credit Facility, the remaining 20% of the payment shall be made after completion of 2 years from the settlement of first claim or completion of recovery proceedings, whichever is earlier.

- g. The MLI shall be liable to refund the claim released by the Trust together with penal interest at the rate of 4% p.a. above the prevailing Bank Rate, if such a recall is made by the Trust in the event of serious deficiencies having existed in the matter of appraisal / renewal / follow-up / conduct of the credit facility or where lodgement of the claim was more than once or where there existed suppression of any material information on part of the MLIs for the settlement of claims. The MLI shall pay such penal interest, when demanded by the Trust, from the date of the initial release of the claim by the Trust to the date of refund of the claim.

## **12. Subrogation of rights and recoveries on account of claims paid**

- a. The MLI will take necessary steps for recovery of the loan as an agent of the Trust until all recovery proceedings are concluded. The MLI shall first utilise the recovery proceeds to repay the Trust pro-rata to its exposure within 5 working days of effecting recovery.
- b. The MLI shall furnish to the Trust, the details of its efforts for recovery, realizations and such other information on quarterly basis. The MLI will hold lien on assets created out of the credit facility extended to the borrower, on its own behalf and on behalf of the Trust. The Trust shall not exercise any subrogation rights and that the responsibility of the recovery of dues including takeover of assets, sale of assets, etc., shall rest with the MLI.
- c. In the event of a borrower owing several distinct and separate debts to the MLI and making payments towards any one or more of the same, after the account turning into NPA, whether the account towards which the payment is made is covered by the guarantee of the Trust or not, such payments shall, for the purpose of this clause, be deemed to have been appropriated on proportionate basis by the MLI based on total outstanding amount (including principal and accrued interest but excluding penal

charges) as on the date of NPA or recovery, whichever is lower, to the debt covered by the guarantee and in respect of which a claim has been preferred and paid, irrespective of the manner of appropriation indicated by such borrower or manner in which such payments are actually appropriated. The same will be applicable for OTS settlement of such accounts.

- d. MLIs are required to provide an annual certificate from their Statutory Auditors in respect of remittance of recoveries made, post settlement of claims. In addition, MLIs are required to consolidate and report the actions taken for recovery and recoveries effected under the claim-settled accounts, on a quarterly basis. The report must be duly signed by an authorized official not below the rank of General Manager.

### **13. Miscellaneous**

- a. Trust's liability to be terminated if a borrower becomes ineligible for being granted any credit facilities under the Intervention, by reason of cessation of his activity or his undertaking ceasing to come within the definition of a MSME unit, the liability of the Trust in respect of any credit facilities granted to him by a MLI under the Intervention shall be limited to the liability of the borrower to the MLI as on the date on which the borrower becomes so ineligible, subject, however, to the limits on the liability of the Trust fixed under this Intervention.
- b. However, notwithstanding the death or retirement of a partner where the borrower is a partnership firm or the death of one of the joint borrowers, if the MLI is entitled to continue the credit facilities to the surviving partner or partners or the surviving borrower or borrowers, as the case may be and if the credit facilities have not already become non-performing asset, the guarantee in respect of such credit facilities shall not to be deemed to be terminated as provided in this paragraph.
- c. The MLI shall submit such statements and furnish such information as the Trust may require in connection with any credit facility supported under this Intervention.
  - i. The MLI shall also furnish to the Trust all such documents, receipts, certificates and other writings as the latter may require and shall be deemed to have affirmed

that the contents of such documents, receipts, certificates and other writings are true.

- ii. The Trust shall, insofar as it may be necessary for the purposes of the Intervention, have the right to inspect or call for copies of the books of account and other records (including any book of instructions or manual or circulars covering general instructions regarding conduct of advances) of the MLI, and of any borrower from the MLI. Such inspection may be carried out either through the officers of the Trust or any other person appointed by the Trust for the purpose of inspection. Every officer or other employee of the MLI or the borrower, who can do so, shall make available to the officers of the Trust or the person appointed for the inspection, the books of account and other records and information which are in his possession.
- d. Conditions imposed under the Intervention to be binding on the MLI
- i. Any guarantee given by the Trust shall be governed by the provisions of the Intervention as if the same had been written in the documents evidencing such guarantee.
  - ii. The MLI shall as far as possible ensure that the conditions of any contract relating to an account guaranteed under the Intervention are not in conflict with the provisions of the Intervention but notwithstanding any provision in any other document or contract, the MLI shall in relation to the Trust be bound by the conditions imposed under the Intervention.
- e. Modifications and exemptions
- i. The Sub-Committee on Trade Finance reserves to itself the right to modify, cancel or replace the Intervention so, however, that the rights or obligations arising out of, or accruing under a guarantee issued under the Intervention up to the date on which such modification, cancellation or replacement comes into effect, shall not be affected.
  - ii. Notwithstanding anything contained herein, the Sub-Committee on Trade Finance shall have a right to alter the terms and conditions of the Intervention regarding an account in respect of which guarantee has not been issued as on the date of such alteration.

iii. In the event of the Intervention being cancelled, no claim shall lie against the Trust in respect of facilities covered by the Intervention, unless the provisions contained in Clause XI (2) and (3) of the Intervention are complied with by the MLI prior to the date on which the cancellation comes into force.

f. Interpretation

If any question arises regarding the interpretation of any of the provisions of the Intervention or of any directions or instructions or clarifications given in connection therewith, the decision of the Sub-Committee on Trade Finance shall be final.

g. Supplementary and general provisions

In respect of any matter not specifically provided for in this Intervention, Exim Bank or the Trust may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary for the purpose of the Intervention.

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These Guidelines shall come into force with immediate effect and shall remain in force until modified, amended, or withdrawn by Exim Bank.