

**Request for Proposal (RFP) for procurement/subscription of Collection& Recovery Software solution (Cloud base & On-site)**

1. The Company intends to acquire an off-the-shelf Collection & Recovery Software Solution/product as per the scope of work mentioned in Annexure – C of this RFP.
2. The details of annexures are as below,

Annexure	Annexure Details
A	Terms and conditions
B	Technical proposal covering letters (Format I, II & III)
C	Scope of the activities
D	Eligibility and Scoring criteria (Format I and II)
E	Commercial Proposal Covering letter and Bid Format
F	Non-Disclosure Agreement
G	Service Level Agreement

3. Interested parties are requested to submit their technical and commercial proposals in a big envelop (with separate envelops for technical and commercial proposals) addressing to Pankaj Kumar as per the schedule of events of this RFP.

On the top of the envelop should be : “RFP response for Collection& Recovery Software Solution ”

4. Technical proposal should consist of all Annexures (except Annexure E) and other supporting documents required for bid evaluation.

Commercial bid should consist of Annexure E.

Yours faithfully  
Pankaj Kumar

### Schedule of Events

S. No.	Particulars	Remarks
1.	Contact details of issuing department (Name, Designation, Mobile No., Email, and office address for sending any kind of correspondence regarding this RFP)	<p>CTO Email ID: pankaj.kumar@cbhfl.com Contact Address: CBHFL 6th floor, Central CBHFL of India, Mumbai Main Office Building, MG Road, Fort, Flora Fountain, Hutatma Chowk, Mumbai – 400 023. Contact Number: 022-69519323</p> <p>Point of Contact</p> <p>1) Pankaj Kumar, CTO Mobile no.: - 9810663466 email: - pankaj.kumar@cbhfl.com</p> <p>2) Rohit Banerjee Contact Number: 022-69519323 Mobile no.: - 7024155316 email: lalit.rout@cbhfl.com</p>
2.	Last date for requesting clarification	Up to 17.00 Hrs on 14/10/2025 All communications regarding points / queries requiring clarifications are required to be sent by e-mail to pankaj.kumar@cbhfl.com
3.	Pre - bid Meeting.	From 16.00 Hrs to 17.00 Hrs on 16/10/2025 through online meeting
4.	Last date and time for Bid submission	on 20/10/2025

5.	Date and Time of opening of Eligibility and TechnicalBids	11.00 AM on 07/10/2025
6.	Opening of Commercial Bids	Commercial Bid of technically qualified eligible bidders only will be opened on 24/10/2025
7	CBHFL Guarantee – 10% of the total Project cost	Performance Security in form of BG should be valid for 3 Year

## **ANNEXURE A - TERMS AND CONDITIONS**

### **1. Definitions:**

- a. "The Company" means the CBHFL (including branches)
- b. "Applicant/Bidder" means an eligible entity/firm submitting the Bid in response to this RFP.
- c. "Bid" means the written reply or submission of response to this RFP.
- d. "Vendor/Service Provider" is the successful Bidder found eligible as per eligibility criteria set out in this RFP and selected as per the selection criteria set out in the RFP and to whom notification of award has been given by the Company.
- e. "Solution/Product" means the software(s) and its components including licenses and documentation, which a Bidder is required to supply to the Company under the Contract.
- f. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing, and other obligation of Service Provider covered under this RFP.
- g. "The Contract" means the agreement entered between the Company and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 2. Service Providers are advised to study the RFP document carefully. Submission of proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. The Service Provider must quote for all the items asked for in this RFP. The SERVICE PROVIDER shall bear all Prices associated with the preparation and submission of the proposal, including Price of presentation for the purposes of clarification of the proposal, if so desired by CBHFL. CBHFL will in no case be responsible or liable for those Prices, regardless of the conduct or outcome of the selection process.

### **3. Disclaimer :**

- 3.1 Subject to any law to the contrary, and to the maximum extent permitted by law, CBHFL and its Directors, officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of CBHFL or any of its officers, employees, contractors, agents or advisors.
- 3.2 This RFP is not an offer by CBHFL, but an invitation to receive responses from

the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of CBHFL with the selected Bidder.

- 3.3 The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 3.4 CBHFL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, Price or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 3.5 CBHFL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 3.6 The issue of this RFP does not imply that the CBHFL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 3.7 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- 3.8 Proposed solution must be as per the detailed Technical Specifications and the Vendor should adhere to Scope of Work mentioned in this RFP.
- 3.9 Failure to open bids on account of submission of improper details of technical & commercial during the bid opening process, will result in disqualification of bidder. Keep separate envelop for each technical & commercial documents.
- 3.10 A print-out of the decrypted bid shall be kept on record and treated as the original bid for all official purposes.
- 3.11 No modification in the Bid shall be allowed, after the deadline for submission of Bids.

## Responsibilities of vendor

Successful vendor selected based on the evaluation criteria specified in this RFP should;

- i. Enter into the Service Level Agreement (SLA) with the CBHFL
- ii. To supply complete end to end software solution along with end to end integration with existing systems in CBHFL, including all the functionalities as mentioned in this RFP.
- iii. Vendor shall be responsible to customize the software with respect to the CBHFL's requirement.
- iv. Vendor has to supply, install and configure/customize all the required software etc for the successful implementation of the proposed solution either cloud based/on premises at all the environment (pre- production, production, testing and DR) of the CBHFL.
- v. Creating and managing environments for Integration testing and UAT (User Acceptance Testing).
- vi. Provide specific tools and utilities required for implementation of INTEGRATED COLLECTION AND RECOVERY MODULE in all the environment (pre- production, production, testing and DR) without any extra cost to CBHFL.
- vii. The Vendor shall be responsible for Supply, Installation, Integration, Rollout, Operational configuration, failover testing, support and Maintenance of INTEGRATED COLLECTION AND RECOVERY MODULE in the CBHFL
- viii. It may also be noted that all the activities in the IT operation are subject to audit /inspection by Security Auditors and compliance audit of the software deployment. Selected vendor must take same into consideration while delivering the desired services. Audit observation pointed out by the auditors has to be implemented/rectified on an ongoing basis without any additional cost to the CBHFL.
- ix. Enable suitable information security / cyber security/ data encryption / masking and secure configuration in respect of the components, and utilities in the system, as per requirement of the CBHFL from time to time. Security headers need to be taken care especially CSP headers
- x. Vendor shall be responsible for complete designing and sizing of the solution as per the business requirements.
- xi. Vendor shall provide complete technical training to CBHFL officials by the OEM on design, configuration, operation, maintenance, management and administration of the solution.
- xii. Vendor will configure the server and software to enable integration with the

CBHFL's existing applications/interfaces and any other interface/application in future.

- xiii. The vendor shall provide the architecture of the proposed solution which include features and functionality designed to minimize impact on production servers, applications, and network bandwidth and ultimately the end user of the production.
- xiv. The vendor should be responsible for resolving any compatibility issues with existing hardware & software infrastructure during deployment and maintenance of the Solution
- xv. The vendor shall be responsible for free of cost up-gradation of the software in the CBHFL as and when the same arrives in the market during the warranty / AMC period.
- xvi. In case the solution offered has End of Life / Support already announced or announced by OEM/principal vendor/IPR owner during contract period, the service provider (Vendor) has to ensure that the same will be supported / replace / upgrade the same on its own cost without any disruption in the ongoing business.
- xvii. The Vendor should manage and support the complete solution for a minimum period of 10 years, after successful go-live.
- xviii. The vendor shall be responsible for re-installation, relocation, configuration/Re- configuration/Tuning of new/existing hardware/software for operational and failover testing of Software.
- xix. The vendor shall be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams and other reports etc. All such documents shall commence only after the same is approved by CBHFL.
- xx. The vendor shall provide detailed drawing/architecture of the installed setup after completion of the project and Standard Operation Procedure documents.
- xxi. Vendor shall be responsible for addressing any Security/VAPT issues during the contract period. All the necessary patches related to OS, Database and application etc for addressing the Security/VAPT issues should be installed by the Vendor without any addition cost to the CBHFL.
- xxii. Vendor should comply with all the guidelines by RBI/IBA/Govt of India/any other regulatory/statutory authority issued from time to time and make changes to the COLLECTION & RECOVERY SOFTWARE SOLUTION to comply with the directives well within timelines stipulated by the regulator, at no additional cost to the CBHFL.
- xxiii. On awarding the contract, Vendor shall prepare a detailed Functional

Requirement Document based on the requirements of the RFP and discussions with CBHFL's business team and vendor shall ensure to provide GUI prototype, functional prototype and approach adopted by other CBHFLs during the implementation stage as required by the CBHFL. The Vendor shall undertake to obtain CBHFL's approval of the Functional Requirement Document. Vendor to provide RFP to BRD traceability matrix to CBHFL.

- xxiv. Migration of complete outstanding and required historical data to the new system.
- xxv. A detailed project plan to be provided within 2 weeks of granting the contract.
- xxvi. Identify Project Manager, Project Leaders and members of the development teams with relevant skills. There has to be daily sync up calls with CBHFL's team and weekly status report to be sent to CBHFL to evaluate the progress of the project. The vendor will intimate the CBHFL if there is any change in the project team. The vendor will ensure proper back up of project leaders, developers and manager. The replacement plan should be intimated to the CBHFL. The minimum experience of the project team personnel like Project Manager, Project Leader and Programmers put on work preferably should be 10, 6, 3 years respectively. Systems study and all development activities, if any, will have to be undertaken at the CBHFL's locations acceptable to the CBHFL.
- xxvii. Ensure that the solution offered should have clear licenses. In case freeware's are to be used the same has to be procured and provided to the CBHFL. Also the vendor has to ensure that the freeware can be used by the CBHFL for running the required solution.
- xxviii. The capabilities, operating characteristics and other technical details of the software offered should be furnished together with detailed product manuals, brochures, literature etc.
- xxix. Successful vendor shall alert CBHFL and its own personnel about the risks either anticipated or faced either prior and / or during and / or after the execution of the project and provide all the possible solutions either to totally eliminate or to minimize such risks.
- xxx. Successful vendor shall ensure all possible efforts in continuous improvement in processes, tools and procedure and practice the world class methodologies in delivering / installing products and services, managing project and also while interacting with third party vendors for cross-integration.
- xxxi. CBHFL is very much interested in long-term association with the potential vendors and hence vendors shall adapt to changes in CBHFL's requirements and provide superior products and services and not be mere



fulfillment of contractual commitments set here forth.

- xxxii. Impart training on proposed solution to designated personnel.
- xxxiii. In case the product/ solution/ vendor/ OEM/SI are amalgamated/ dissolved, the impact of such an event should not have any adverse implication on the service level/ time line/cost that is proposed for implementation of the solution. Such event would not dilute the responsibility of the successful vendor for completing the implementation within mutually agreed time lines.
- xxxiv. The successful vendor shall provide technical support for the software application/ supplied under this contract, and will have overall responsibility of the performance, functionality and operation of the systems under this contract. Any supporting software provided/installed/configured by the vendor for smooth functioning shall be maintained/fine-tuned/parameterized by the vendor from time to time, so that the solution delivers optimal performance.
- xxxv. Security features should meet the standards and procedures as per CBHFL's IT Security Policy and CBHFL's Information Security, Cyber security guidelines should be followed, in line with prevailing Industrial Standards including OWASP top 10.
- xxxvi. The vendor to provide the CBHFL with the proper backup and recovery procedure, with necessary documents so as to meet any exigencies. The Regulatory guidelines on the preservation of data should be followed correctly. Proper Data Archival & Purging needs to be implemented for proper performance.
- xxxvii. Treat all data and information about the CBHFL obtained during in the execution period and thereafter, in strict confidence and shall not reveal such information to any other party without the prior written approval of the CBHFL. The vendor should return and delete all information provided as part of the project at the completion of the project or as soon as it is not required for further execution of the project. A non-disclosure agreement should be signed between CBHFL and vendor at the time of RFP. The format of non-disclosure agreement form is given in Annexure-3(Only those vendors selected by CBHFL who signed the non-disclosure agreement can only proceed with subsequent phases of the RFP).
- xxxviii. The Vendor should absorb the efforts related to the CRs raised during the solution development and CRs raised within 1 year of GO-Live (Warranty period) without any additional cost.
- xxxix. Tentative List of software's to be integrated with INTEGRATED COLLECTION AND RECOVERY MODULE
  - a. Azentio Software
  - b. API Gateway

- c. Payment Gateway
- d. Active Directory
- e. MDM
- f. Google Maps
- g. CPMS (Centralized payment software)
- h. CBHFL (In-house software)
- i. HRMS

#### **4. Bid Integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the Contract without prejudice to other actions that the Company may take. All the submissions, including any accompanying documents, will become property of the Company. The Bidders shall be deemed to license, and grant all rights to the Company, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

#### **5. Contract Period: 5 years**

The contract period will be for a period of 5 years from the date of signing of the agreement which can be extended further on mutual terms and conditions for the period as decided by the Company. The performance of the successful Bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

#### **6. Evaluation of Bid and Contract:**

CBHFL shall evaluate bids based on techno-commercial aspects. Techno-commercial evaluation shall include minimum eligibility criteria and commercial evaluation based on L1 bid. CBHFL reserves the right to further negotiate the contract price/terms with the selected vendor.

Contract will be awarded to final selected vendor on fixed cost basis, for the mentioned activities as per scope.

#### **7. Contacting the Company:**

No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of commercial Bid to the time, the Contract is awarded.

8. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid. CBHFL will reserve the rights to issue a **full or partial purchase** order on a selected vendor. In

case of inability from vendor to execute the order or failed to execute the Service Level Agreement or Non-Disclosure Agreement in the Company's standard format or any othersuch failure, CBHFL will reserve rights to place an order with another bidder of its choice. **CBHFL is not bound to accept the lowest or any bid it may receive and will reserve the rights to scrap the entire vendor selection process initiated through this RFP, without assigning any reasons whatsoever.**

#### 9. Payment:

- a) As per payment in the attached section
- b) **Penalties for Delayed Implementation** – CBHFL will charge a penalty of 1%of order value for every week of delay, subject to a maximum of 10% of the order value or will lead to cancellation of the purchase order itself.
- c) **Annual Subscription Cost:** shall be paid quarterly subject to applicable penalties as mentioned in Annexure – C: Scope of work.

#### 10. Miscellaneous:

- I. The vendor and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the ideas, know-how, technique, data, facts, figures and any information whatsoever concerning or relating to the CBHFL and its affairs to which they said employees have access in the course of the performance of the contract. Such employees shall also execute letters of fidelity and secrecy in such form as may be prescribed by the CBHFL.
- II. All disputes and differences of any kind whatever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed byboth the parties or in case of disagreement, each party may appoint an arbitrator andthe decision of the arbitrator(s) shall be final. Such arbitration is to be governed by theprovisions of the Indian Arbitration Act.
- III. The vendor shall explicitly absolve CBHFL of any responsibility and liabilityfor use of the solution / software's delivered /used along with the equipment (i.e. thevendor shall absolve CBHFL in all cases of possible litigation / claims arisingout of any copyright / license violation for sourced items either form third parties or from themselves).
- IV. CBHFL shall be under no obligation to accept the lowest bid or any other response to this tender notice including incomplete tenders/responses without assigning any reason whatsoever. CBHFL reserve the right to modify / alterthe full or partial terms and conditions of the tender/RFP/process and reissue fresh, if considered necessary.
- V. Vendor has to sign Non-Disclosure-Agreement to CBHFL before commencement of the activities and Service Level Agreement within 10 days from the date of issue of letter of intent / purchase order.

- VI. Patent Rights: For any licensed software used by the Vendor for performing services or developing software for the company, the Vendor should have right as well right to license for the outsourced services. Any license or IPR violation on the part of Vendor should not put the CBHFL at risk. The CBHFL should reserve the right to audit the ~~use~~ usage of the Vendor. The Vendor shall, at their own expenses, defend and indemnify the CBHFL against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the vendor shall after due inspection and testing get the solution redesigned for CBHFL at no extra cost. The vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the CBHFL is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible therefore, including all expenses and court and legal fees. The CBHFL will give notice to the vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- VII. Other terms and conditions as specified in the Service level agreement enclosed as Annexure – G of this RFP.

**I. Training and Documentation:**

- i. The vendor needs to provide trainings and educational materials for all items supplied, to the CBHFL's technical staff, on system/application administration, configuration, report generations, API integration and entire operations of the proposed solution without additional cost.
- ii. Training must be provided in all functional areas and should be of sufficient duration – to the User's satisfaction.
- iii. Vendor will be responsible to develop training and reference materials for all the functionality of the software. Training materials should comprehensively cover all processes flows, screen-shots of the actual system functionality etc.
- iv. All trainings have to be conducted at the CBHFL's Office, unless with prior approval given by the CBHFL. All training sessions have to be conducted before production launch.
- v. Training should be of vendor/OEM certification level standard on the

delivered solution with certification training materials.

vi. The training should at least cover the following areas:

- Functionality available in the solution including logic and methodology of the same;
- Customization / Parameterization;
- Techniques for slicing and dicing of data, information and output;
- Advanced trouble shooting techniques if any;
- Deployment of application and identification procedures, application controls, analysis procedures provided as part of the solution;
- Techniques of customization, development and configuration required for the solution provided;
- System and application administration such as creation/modification and deletion of user, user groups, assigning rights, System Information Security Settings etc.

Document deliverable includes but not limited to:

- Project plan, technical design document and product specifications
- Test plan, test specifications and test reports
- Training guide
- Standard product manual including software media and license materials.
- Standard operating procedure documents should be provided.
- Detailed installation documents should be included in the documents
- Problem log during overall project implementation.
- Application patch management document
- Documentation - Tech Architecture, Data structure, Design documents for customization, API Documentation, Test documents
- User manual - User, Operational, System Admin, Backup-restore, DR Drill, Preventive Maintenance, Archival & Purging, System User Password change

vii. Detail technical design document to be created for the development phase and proper test documentation along with approved test results to be shared with the CBHFL along with the UAT build.

viii. Source code Audit certificate of the proposed solution to be provided along with UAT build to the CBHFL.

All works related to the assignment handled are to be well documented and will form the part of deliverables. They should be delivered both in hard copy and soft copy at the end of each stage

## **ANNEXURE - B**

### **FORMAT - I**

#### **Technical Proposal Covering Letter (On Company Letter Head)**

Date:

To,  
CTO  
CBHFL,  
6th floor, Central CBHFL of India,  
Mumbai Main Office Building,  
MG Road, Fort, Flora Fountain,  
Hutatma Chowk, Mumbai – 23

Dear Sir / Madam(s),

Sub: Technical Proposal for the RFP for Collection & Recovery Software Solution

Having examined the Request For Proposal (RFP)\_\_\_\_\_Documents dated\_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the activities mentioned in scope of the RFP, including confirmatory reviews, in terms of functional and technical expertise including all licenses required (to use any tool) and implement for in conformity with the said RFP Documents and hereby undertake that we accept all the conditions of the RFP and will provide the complete services as per the Scope of Work.

We undertake to state that we have submitted all the necessary documents / responses as per the technical proposal of this RFP.

We agree to abide by this bid for the bid validity period specified in RFP and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

Enclosures: Annexures A, B, C, D, F, G and other supporting documents required for bid evaluation.

Yours faithfully,

Date:

Signature of the Authorised  
PersonName of the  
Authorized Signatory:

Place:

Designation:

Name of the Organization:Seal:

**Annexure - B**

**FORMAT - II**

**Conformity Letter (On Company Letter Head)**

To,  
CTO  
CBHFL,  
6th floor, Central CBHFL of India,  
Mumbai Main Office Building,  
MG Road, Fort, Flora Fountain,  
Hutatma Chowk, Mumbai – 23

Sir/Madam,

Sub: Technical Proposal for the RFP for Cloud based Endpoint Security Solutions

Further to our proposal dated\_\_\_\_\_, in response to the Request for Proposal (RFP No.

\_\_\_\_\_ Here in after referred to as “RFP”) dated\_issued by CBHFL (“CBHFL”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions and / or stipulations as contained in the RFP and the related annexures, addendums, corrigendum and other documents including the changes made to the original tender documents, issued by CBHFL, however that only the list of deviations furnished by us along with the technical bid which are expressly accepted by CBHFL and communicated to us in writing, shall be valid and binding part of the aforesaid RFP document. The CBHFL is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the CBHFL’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We also hereby confirm that our prices as specified in the Annexure/s Commercial Bid are as per the terms and conditions specified in the Tender / RFP document. We agree to abide by this Tender Offer for 180 days from date of Tender / RFP (Commercial Bid) opening and our offer shall remain binding on us and may be accepted by CBHFL any time before expiry of the offer.

We also confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents issued by CBHFL, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Date:

Signature of the

Authorized PersonName

of the Authorized

Signatory:

Place:

Designation:

Name of the

Organization:

Seal:



**Annexure – B**  
**Format - III**  
**Declaration for Bug Free Software**

To,  
CTO  
CBHFL,  
6th floor, Central CBHFL of India,  
Mumbai Main Office Building,  
MG Road, Fort, Flora Fountain,  
Hutatma Chowk, Mumbai – 23

Sir/Madam,

Sub: Technical Proposal for the RFP for Endpoint Security Solutionement Software

1 To the best of our knowledge, our \_\_\_\_\_ (Name of solution/ product) to be supplied and implemented at CBHFL is free from bug/ embedded malicious/ fraudulent code/ Malware/ covert channel in the code.

2 We have addressed and fixed all the issues based on latest Top 10 OWASP (Open Web Application Security Project) vulnerabilities.

3 There are no back doors or Trojans in the solution.

Yours faithfully,

Date:

Signature of the

Authorized PersonName

of the Authorized

Signatory:

Place:

Designation:

Name of the Organization:Seal:

## **ANNEXURE – C**

### **Scope of Work**

The Company intends to acquire an off-the-shelf Collection & Recovery Software Solutions/product to loan collection & recovery of the Company. The solution should be comprehensive, integrated, enterprise-wide and workflow-based solution to enhance the efficiency of company loan collection process.

- Vendor must agree to enter into Escrow arrangement (triparty agreement) with CBHFL and Escrow agent and submit the source code to the Escrow agent and perform periodic updation as when required.
- All the new software releases/versions/platform upgrades, security patches or otherwise for any reason should be made available to the CBHFL free of cost during warranty and till AMC periods and the CBHFL is not liable to pay / oblige any additional charges / fees pertaining to third party royalty charges etc. in this regard, also this should not be the reason to restrict the CBHFL from upgrading to the new release / new version of the software. All statutory changes are to be incorporated as per the guidelines and timeline specified without any additional cost to the CBHFL during implementation, Warranty and AMC Periods.

#### **1.1 Purpose**

The proposal is for an integrated Collection and Recovery Module ( ) consisting of web portal and mobile app for providing end to end solution for managing SMA and NPA accounts of the CBHFL. An Omni channel collection module involving messages, bots, contact centres, field staff etc. is required for handling delinquency.

Attention is required from pre-delinquency stage itself using a mix of messages and bots to ensure payment of dues on time. In case of delinquency, the data must flow to contact centres for early intervention and resolution in early buckets. Subsequently move to field staff in case of a flow to higher buckets.

We are presently following agency model for collection business. The collection activities are conducted through our empaneled Field executives placed in the branches. These Field executives are managed by Collection managers, on roll employees of the CBHFL.

The system will be integrated with CBHFL's data/ modules / applications through DB link/web services (API) for pulling all the data and updation of all accounts

automatically on pre-decided frequency. The system should be capable to integrate various users i.e. Collection managers/ Recovery managers, branch / Region /Zone / HO officers, Call Centre agents and Collection Agencies / Recovery Agencies / Recovery agents /Enforcement agencies, advocates and any others as required by the CBHFL.

The system should have collection and recovery mechanism by various digital modes and other channels. It should have capability of reconciliation of collection and provide payout amounts for Collection Agencies / Recovery Agencies /Enforcement agencies, Advocates along with digital receipt. The system should have analytical capabilities based on input data, dispositions by call center /collection agencies, recovery agencies collection pattern, customer behavior and demographic details. The system should provide various performance dashboards and MIS reports on real time basis. It should have escalation mechanism and admin functions for changes at user levels.

For Evaluation of Bids, the Bidders are required to mark their response against each item and the responses will be used for Technical evaluation. The requirements are arranged under Functional & Technical Specifications and the bidders will have to mark their responses against all the requirements.

Supply of Application and License: The CBHFL requires perpetual Corporate License of the respective module fulfilling various requirements of Structured Retail Asset Loans. The Bidders are required to quote their price for Corporate License only having no limitation based on Number of the Users, Number of the Branches, Nature and Type of Branches etc.

Documentation – The Vendor has to provide Module-wise Technical, Functional and User manuals for proposed ICnRM software application.

Solution Architecture Overview, Logical & Physical Data Base Design, Master data set up, System Interfaces design, Development Tools, APIs, System configuration / set up parameters documentation, System Administration Manual.

Details of methodology for validation, parameters, data processing, formulas, algorithms, statistical models.

Any changes due to “Non Compliance” observed during UAT must be incorporated in base documents.

Reference material shall be provided before Training and User Acceptance Testing.

The Application software has to be integrated with other Customer Sourcing channels like Internet, Mobile (Android + iOS), Tablets and other devices. Further the application should be accessible through devices like Mobile,

internet etc. The Vendor has to provide APIs for integrations without any limitation and ensure the required integrations with various External Systems.

Installation & configuration of Hardware and various components, functionalities of the platform in Production (DC), DR and UAT environment. In case of non-functioning of any environment or otherwise, the vendor should install a separate environment same as the existing one.

Customization as per the required functionality mentioned in RFP, Requirement Gathering study and gap analysis along with full process flow.

Any changes required or suggested by Regulator, CBHFL's collection team Internal Audit in compliance with CBHFL's policies.

Support for UAT, Go-live and Post Go-Live period. Hand-over as per the agreed project plan.

Perform Stress Testing and Performance Tuning on application and database. The Software has to be deployed with proper Security features as per the standards & procedures, CBHFL's IS Policies and in line with prevailing Industrial Standards.

Integration with External Systems: Each module of the In CRM should have integration with various External Systems for Enquiry, straight through processing (STP) / upload functionality.

Training: The training includes Technical Administration, Functional and UAT training to CBHFL's designated personnel.

Installation and Support for setting up Production (DC), Disaster Recovery (DR), Development and Test Environments (UAT).

To provide post implementation on-site support for 12 months from Go-live date and further support as mentioned in Service Scope.

The Vendor shall provide technical and functional support for the proposed In Collection & Recovery Software Solutions/product and shall have overall responsibility of the performance, functionality and operation of the In Collection & Recovery Software Solutions/product system as part of Warranty and Annual Technical Support.

Annual Technical /Maintenance Support: The Contract shall include the terms for Technical or Maintenance Support along with SLA as per CBHFL's conditions. It shall also include:

(a) Defects fixes: the Successful Bidder shall maintain the source code and provide bug fixes for the defects/bugs noticed in the application without any additional cost.

Application support/Helpdesk support (User support on functional and technical aspect).

Generation of Regulatory and other various MIS reports through inbuilt or integrated Reporting Tool with no cost to the CBHFL

Changes/enhancements in Software application/Reporting requirements to be implemented from time to time to meet the changes in the regulatory /statutory/ Business requirements. Application Software version Upgrades.

Upgrade Operating System, Database well in time before End of Support for OS/ DB as the case may be.

General Terms: It may be noted that the application software to be supplied to the CBHFL should be Platform independent so that the proposed solution can be implemented with Oracle Database in Windows/Linux platform (VM). The required DB license will be provided by the CBHFL at no extra cost to the vendor/bidder. The bidder needs to submit self- declaration that the proposed In CRM solution will be deployed with Oracle as database under Windows/ Linux Platform, to the satisfaction of the CBHFL.

The Vendor must ensure that the software is thoroughly tested for quality and consistency, before commissioning. All procedures and processes in the lifecycle of the Project shall be in accordance with the CBHFL's project management guidelines. Support shall be provided by technical experts conversant with functionality of proposed In CRM. The Support should extend services like helpdesk, data backup, user management, database management / maintenance, updating of data, maintaining integrity of data, loading application upgrades, technical support for issues and ad hoc queries, archival of data, etc.

Infrastructure and Software Requirements: The vendor is required to Quote for a) Application Software Application including Corporate License, b) Installation (Production-DC, DR & UAT), Implementation, Integrations, Customizations, Training, Go -Live, Warranty (1 year) c) AMC (after Warranty) for total period of 6 years separately and d) Man Day Rate for future enhancements and customizations during the contract period.

## **1.2. Retail Collections Scope of Work (SOW):**

### **1.2.1 Project Scope:**

1	Data Input
2	Data Integration in Application
3.	Digital Intervention
4	Allocation of Data
5.	Work Flow
6	Disposition to various roles
7	Issuance of Dunning Letters
8	Collection

9	Dashboard
10	Payments and rewards
11	Analytics and MIS
12	User Management
13	Admin Function
14	Notification to Users and administrative
15	Compliance

### Business Requirement

The requirement is bifurcated as below;

SI No	Activity Wise- Project In-scope
<b>1</b>	<b>Data Input</b>
1.1	Access to Azentio system/Other source like MIS Tables through DB link/API/Web services
<b>2</b>	<b>Data Staging in Application</b>
2.1	Pre-due data (High Risk) – Specifically for Digital intervention
2.2	SMAs / Probable FTNPA /Marked FTNPA Data – Segregation for Digital intervention and Allocation
<b>3.</b>	<b>Digital Intervention</b>
3.1	Voice Bots
3.2	Talkback Bots
3.3	IVRs
3.4	SMS
3.5	E-Mail
3.6	Chat Bot (Web Based)
3.7	What's App Bots
3.8	Mobile App Notification Push
3.9	Web Notification Push
3.10	Make My Payment (Customer Portal)
3.11	Web based Survey
3.12	E-Post
<b>4</b>	<b>Allocation of Data</b>
4.1	Call centre
4.2	Collection officers
4.3	Collection Agency

4.4	BC / BF
5.	Work Flow
5.1	Call Centre
5.2	Collection Officers
5.3	Collection Agencies & BC/BF
5.4	Collection Agents (FoS)
6	Disposition to various roles
6.1	Disposition for Call center agent as per business logic
6.2	Disposition for Collection officer as per business logic
6.3	Disposition for Collection agent & BC/BF
7	Issuance of Dunning Letters.
8	Collection
8.1	Collection by Digital Intervention through payment links by SMS/E-mail/chat bot/What's App etc
8.2	Collection by way of digital mode by Call Centre Agent, Collection Officer, Collection Agencies & BC/ BF through UPI, NEFT, RTGS, payment links, IMPS etc
8.3	Collection by Cash/ Cheque
8.4	Google Maps Integration for Visit Routing.
8.5	Detailed Follow-up Recording.
8.6	Update Additional Documents and Details.
8.7	Print Receipts for Payments.
8.8	Initiation of Sec 138.
9	Dashboard on real time basis
9.1	Dashboard for SMAs (Zone/ Region/ Branch) & product wise, SMA %.
9.2	Dashboard for Probable & Marked FTNPA, Slippage Ratio
9.3	Dashboard for collection through various modes
9.4	Monitoring of disposition
9.5	Dashboard for performance of Call Centre, Collection Officers, Agencies and BC/BF.
<b>10</b>	<b>Payments and rewards</b>
10.1	Payment for Digital Intervention
10.2	Payment for Collection Agencies, BC/BF
10.3	Efficiency of Collection Agencies
<b>11</b>	<b>Analytics and MIS</b>
11.1	Collection performance for various channels
11.2	Product/Portfolio Analytics

11.3	High Risk Analysis based on behavior of the borrower
11.4	Demographic segmentation of borrowers
11.5	Collection cost Analysis
<b>12</b>	<b>User Management</b>
12.1	CBHFL User
12.2	Call Centre User
12.3	Agencies
<b>13</b>	<b>Admin Function</b>
13.1	Threshold
13.2	Product
13.3	Segment
13.4	Work Flow management
13.5	Data Allocation
13.6	Rules
<b>14</b>	<b>Notification to Users and administrative</b>
14.1	E-mails
14.2	SMS
14.3	Pop – ups

### Stage wise requirement

#### (I) Automation of Data upload and updation

(i) The System will receive below mentioned type of data from Azentio system on pre decided frequency through API.

(a) Pre due data

(b) SMA Accounts (SMA-0, SMA 1, SMA 2)

(c) NPA Accounts

SI No	Name of Data	Frequency for upload	Frequency for update
1	Pre due data	Monthly	Daily
2	NACH/SI bounce cases	Daily	Daily
3	SMA (0, 1, 2)	Multiple cycle	Daily

#### (II) aging in Integrated Collection System



- (a) A Data Still Pre Due to be segregated by the system based on pre-defined rules for Digital Intervention.
- (b) Data in High Risk / SMA-0 will flow to Call center.
- (c) SMA- 0 (part), 1, 2, would be allocated to the Collection officers of the CBHFL based on Vertical/Sol of the accounts for onward allocation to Collection agencies/ Agents
- (d) High Risk / SMA-0/ Non contactable accounts from Call center moves to the field collection based on the defined rules/Dispositions.

### (III) **Digital Intervention**

The System should be capable to use various digital collection channels

- a) **Voice Bots** – Voice Bots allows customers to interact with the CBHFL via a Voice-to-Voice communication channel.
- b) **Talkback Bots** - Talk back bot is a Voice assisted web-based journey which guides and educates the customer to complete their payment journey
- c) **IVR's** - IVR leverages upon a multi-level tree-based response pattern to capture behavior from the customer and define subsequent call to action if required.
- d) **SMS** – System should be capable to throw pre scripted SMS with borrower information along with payment links wherever needed based on pre-defined rules for all the customers.
- e) **E-mails** – System should be capable to throw pre scripted E-mails along with payment links wherever needed based on pre-defined rules for all the customers.
- f) **Chat Bots** – System should facilitate offline free flowing interaction with the customer, providing various detailed level insights about customers queries, payment intentions and overall behavior.
- g) **WhatsApp Bots** – WhatsApp Bot leverages WhatsApp ecosystem to communicate with the customer and capture his responses. Also, similar to SMS, the system should be capable to throw pre scripted chats along with payment links wherever needed based on pre-defined rules for all the customers.
- h) **Mobile App Notification push** – System should capable to have Mobile App Notification Push helps CBHFLs to leverage upon their existing mobile apps of the CBHFL and communicate with the customer at various stages of collections.
- i) **Web Notification Push** – System should have facility for Web Notification Push is based on the consent based web push done to the customer on the browser.
- j) **E-Post** – System should be capable to send Physical Dunning letters/ letters to the borrowers.

### (IV) **Allocation of Data**

After allocation of data for digital Channels the further flow of data is as under:

- a) System should automatically allocate the High Risk/ SMA-0 accounts to Call center for calling by tele-callers.
- b) SMA-0 accounts based on pre-defined rule can also be allocated to field collections.
- c) NACH/SI bounce cases received from BIA to be allocated to Call Centre or for Digital intervention.
- d) System should allocate SMA- 0, 1 & 2 to the field collection team
- e) System should have integrated Mobile application, where allocation of cases assigned to field collection will automatically get uploaded to the mobile application to be used by Collection agents

**(v) Work Flow**

- a) **Digital Interventions –** The Collection system should allot Pre-due/ High Risk/ SMAs/ECS/SI bounce Cases to the Digital collection platform based on the pre-defined rules for initiating reminders / soft collection actions.
- b) **Call Centre –**
  - The Collection system should automatically/manually assign High Risk / SMA-0/ Small Overdue A/cs. Data to be refreshed based on predefined frequency.
  - All Non contactable borrowers (with pre-defined no. of failed attempts) would flow to field collection.
  - Small Overdue A/cs based on predefined rule in all categories would be assigned to Call center for soft collection action. Data to be refreshed based on predefined frequency.
  - Manual allocation facility should be available in frontend of need.
  - Dialer Integration, Auto call assignment to Tele-Callers , Customer 360o View, Contact Recording and Action History
  - Multilingual speech to text and analytics to ascertain calling quality and propensity to pay
  - Availability of reports for the above actions
- c) **Field collection –**
  - The new system will assign all SMA 1&2 to the field collection. Data to be refreshed based on predefined frequency.
  - All contactable borrowers, where disposition of the call center show's unwillingness to pay, will automatically flow to field collection.
  - System based on predefined rules will assign the above-mentioned case to the respective collection agencies with all the contact details. Data to be refreshed based on predefined frequency.

- The Mobile App integrated with the core collection system will be populated with all the accounts for daily collection actions.
- The accounts for Skip tracing as per disposition of call center should also directly be allotted to Mobile App of the Collection agents.

### **Collections Mobility App :-**

Google Maps Integration for Visit Routing. Dashboards for Easy Access of Information.

Detailed Follow-up Recording.

Update Additional Documents and Details.

Print Receipts for Payments

#### **(VI) Disposition to various roles**

##### **a. Disposition for Call Centre Agents**

- The System should pre-populate the borrower details while the call center executives calls the borrower and should have the capability to assign predefined disposition for accounts assigned for calling.
- The system should also have capability of scheduling the next call as well as next action owners based on the disposition selected in the case.
- The system should also have the capability to enable the call center executive to send reminder SMS, payment link through SMS and E-mails instantly.
- The system should record each and every interaction with the borrower and develop analytics through this.

##### **b. Disposition for Collection Agent**

- The collection Agent App integrated with the Collection system should have pre- defined clear disposition for the Agent module viz. the borrower is not present, refuse to pay, promise to pay, will come at branch and pay, already paid, non- cooperating borrower etc.
- The Agents should be able to enter details of the borrower interaction for future collection strategy.
- The app should be capable of tagging the location through GPS as well as nearby location, which may be used for locating the borrower in the future for collection action.
- The App should be capable of uploading of photographs.
- Agent should be able to update new address and contact numbers if required, especially in skip cases.

## **(VII) Issuance of Dunning Letter**

- The system should be able to generate Dunning Letters centrally with the details of the borrower pre-filled.

## **(VIII) Collections**

- a. **Collection by Digital Intervention through payment links by SMS/E-mail/chat bot/WhatsApp etc**
  - The Digital Channel should be capable of sending payment link through different means and should issue acknowledgment of payment in real time.
  - The system should also update the pending list of collection borrowers in the system.
- b. **Collection by way of digital mode by agents through UPI, NEFT, RTGS, payment links, IMPS etc**
  - The system should be capable of registering the payment acknowledgement number generated after the UPI/NEFT/RTGS/IMPS transaction, so that the payment can be identified in the core system.
- c. **Collection by Cash:**
  - The Collection App at collection Agent should have the facility for entering the mode of collection as cash and should enter the denomination details and issue digital receipt for the same through mobile app.

## **(IX) Dashboard**

- a) **Dashboard for collection through various modes**
  - The system should have various dashboards depicting daily collection done under various channels that have been used viz. Digital Channel, Call Centre, Collection officer, Collection agencies, BC/BF. Account details in the format provided by the CBHFL, the format must contain Zone, Region, Branch sol-id, Branch Name, category of loan.
  - Dashboard should also show various modes of receiving the payment viz cash, electronic transfer, UPI, NEFT, RTGS etc.
- b) **Monitoring of disposition**
  - The Collection system should have dashboard showing on the basis of pre-defined disposition given by the Call center Executives/Collection agents.
- c) **Dashboard for performance of Call Center, Collection Officers, Collection Agencies, BC/BF**
  - The collection system should have dashboard showing performance of various channels showing resolution rates of Digital Channel, collection executives, call center executive collection agencies with segregation based on buckets, DPD,

products, Geographies, overdue slabs etc.

**(X) payout calculation and payment to agencies**

**a) Payment for Collection Agencies**

- The Collection system should have the capability to assess the performance of the Collection agencies/agents and calculate/generate the total payment file for each month based on the payout structure defined by the CBHFL.
- The system should generate and store the payment reports for the reconciliation purpose.
- The system should integrate with the CBHFL's payment systems to make payment to the agencies

**b) Deadwood policy**

- The system should have the capability for escalating the non-performing Collection Agencies/agents, BC/BF and triggering the non-performance alert through mail/ SMS to the agencies based on pre-defined rules.

**(XI) Analytics & MIS**

**a) Collection performance for various channels**

- System should capable to measure collection performance based on real time collection in accounts and based on action taken by various channels.

**b) Product/Portfolio Analytics**

- System should have details mapping provided by CBHFL for all accounts which will help to create various analytical dashboards like product/portfolio wise analysis of dues in various buckets and its recovery performance.

**c) Risk Analysis based on behavior of the borrower**

- System should have capability to create behavior analysis of customer based on his loan accounts, dues pattern, collection/repayment pattern, demographic information etc.

**d) Demographic segmentation of borrowers**

- System should do demographic segmentation of all customers based on available information and further analysis to understand behavior of customers.

**e) Collection cost Analysis**

- System should capable to give collection cost analysis based on channels performance.

**f) Use of Artificial Intelligence and Machine Learning**

- for predictive analytics,
- to analyze customer behavior

**(XII) User Management:**

**• Admin Function**

**a) Thresholds**

- As per CBHFL requirement various threshold need to handle

for effective use of available data and resources.

**b) Product**

- As and when required system can change product policy for allocation of accounts to various channel. It should be flexible.

**c) Segments**

- System should be capable to create bucketing and segmentation of accounts based on requirement of the CBHFL for effective utilization.

**d) Workflow Management**

- System should be capable to handle workflow for data allocation and user view based on vertical, position and roles.

**e) Data Allocation**

- System should have facility to modify pre-define data allocation system as per volume and value of data at collection office level.

**f) Rule**

- System has flexibility to handle the rules incorporated at various level like accounts allocation, workflow movement.

**(xiii) Notification to Users and administrative**

**a) Pop-up**

- All users should receive pop-ups in case of allocations.

**(xiv) Compliance**

The successful bidder is advised to adhere following guidelines

TRAI Applicable Guidelines (Directions:

[https://www.trai.gov.in/sites/default/files/Direction\\_19062020.pdf](https://www.trai.gov.in/sites/default/files/Direction_19062020.pdf))

- TRAI DLT Registration is now mandatory for Entity/Enterprise. DLT Platform is live from 1st June 2020. Post 1st June 2020, as per TRAI direction, SMARTTEXT (SMS+) services of only registered entities will be allowed from operators.
- Hence any communication with regards to collections falls under the Ambit of DLT registration of Handle name along with Whitelisting of the Template which is approved to be used by the vendor.

**(xv) Artificial Intelligence and Machine Learning Capabilities**

The CBHFL seeks a Collection Management Software solution that incorporates Artificial Intelligence (AI) and Machine Learning (ML) capabilities to enhance the efficiency, effectiveness, and compliance of its debt collection processes. The proposed solution should leverage AI/ML to provide intelligent automation, predictive insights, and personalized strategies across the collection lifecycle.

Bidders should clearly articulate how their solution utilizes AI/ML to address the following areas (non- exhaustive list):

1. Predictive Analytics and Risk Scoring:

- Vendor should describe the AI/ML models used for predicting the likelihood of delinquency and potential for recovery for individual accounts.
- Vendor should explain how these models utilize various data points (e.g., credit history, payment behavior, demographic information, macroeconomic indicators) to generate risk scores and segment accounts.
- Detail the ability to customize and refine these models based on the CBHFL's historical data and specific portfolio characteristics.
- Vendor should specify how the system provides insights into the key factors driving the risk scores and allows for proactive intervention strategies.

2 Intelligent Workload Prioritization and Assignment:

- Vendor should Explain how AI/ML algorithms can automatically prioritize collection tasks and assign accounts to the most appropriate collection agents based on factors such as predicted recovery likelihood, account complexity, agent skills, and workload balancing.
- Vendor should Describe the system's ability to dynamically adjust priorities and assignments based on real-time performance and changing account status.

3 Personalized Communication and Engagement:

- Vendor should Detail how AI/ML can enable the creation of personalized communication strategies tailored to individual customer profiles and their predicted responsiveness.
- Vendor should Explain the system's ability to recommend optimal communication channels (e.g., SMS, email, phone), messaging content, and timing for outreach.
- Should Describe any Natural Language Processing (NLP) capabilities for analyzing customer interactions (e.g., call recordings, email responses) to identify sentiment, intent, and potential roadblocks.

4 Automation of Collection Processes:

- Vendor should specify how AI/ML can automate routine and repetitive tasks such as sending reminders, initiating follow-ups, and updating account statuses based on predefined rules and predicted outcomes.
- Vendor should describe the ability to integrate AI-powered chatbots

or virtual assistants for handling basic customer inquiries and facilitating self-service options.

**5 Fraud Detection and Prevention:**

- Explain how AI/ML algorithms can identify potentially fraudulent activities or disputes during the collection process.
- Vendor should describe the system's ability to flag suspicious patterns and provide alerts for further investigation.

**6 Performance Monitoring and Optimization:**

- Vendor should Detail how AI/ML can be used to continuously monitor the performance of collection strategies, agent effectiveness, and overall recovery rates.
- should Explain the system's ability to identify areas for improvement and provide data-driven recommendations for optimizing collection workflows and strategies.
- should describe the reporting and analytics capabilities related to AI/ML-driven insights and outcomes.

**7 Explainability and Transparency:**

- While leveraging the power of AI/ML, bidders should also address the need for explain ability and transparency in the model's decision-making process, where applicable and relevant to regulatory requirements and internal policies.
- Bidders are requested to provide specific examples and use cases illustrating the application and benefits of their AI/ML capabilities within a CBHFL collection environment. They should also detail the data requirements, model training processes, and ongoing maintenance and updates for their AI/ML features.

**Recovery Scope of Work (SOW):**

The various module required for Recovery purpose are as under:

1. Pre-litigation Stage process
2. Engagement of Resolution Agents(RA) / Review performance of RA
3. Arbitration Process
4. Monitoring of account closed under OTS

**1. Pre-litigation Stage**

No. of Users: Multiple. (Branches / Regional Recovery Officers (RO) / Zonal Heads (ZH) / National Heads (NH) / Central Recovery Team (CRT))



Mobile App and System based program.

### 1.1 Basic Information:

- Listing eligible accounts on auto pick basis - Account and Customer Id wise. **(API integration to be done with the CBHFL's MIS / Finacle /other relevant database).**
- Auto generation of the Loan Recall Notice as per the defined draft before due date. **(To be generated based on the template & logic provided by the CBHFL)**
- MIS containing details of the cases where prescribed due dates of are missed, should be triggered to the issuing authority and should periodically be escalated to their supervisor **(Escalation matrix shall be provided by the CBHFL).**
- Account based interface that, display the action taken and next action to be taken in the account

### 1.2. Data Mining

Generating data automatically from MIS data and Finacle data.

### 1.3 Report generation:

Report generation shall contain the followings:

Account details in the format provided by the CBHFL, the data must contain Customer ID, customer name, Zone, Region, Branch sol-id, Branch Name, category of loan **product, asset class**, date of NPA, details of all stage wise recovery actions initiated including Resolution Agencies (RA) allotted in the account etc.

### 1.4 Notice Generation Process

#### Flow:

- Alert system for eligible accounts.
- Generate Loan Notices/Recall Notice within prescribed timeline of account becoming NPA based on the editable template provided by the CBHFL
- Alert reminders if Loan Recall Notice not issued within prescribed timeline of account becoming NPA, to RO/ZH/NH/CRT and every 5 days thereafter.
- Download Printable format by RO/ZH/NH/CRT/ Arbitration Cell for issuance of Notices.
- Provisions for uploading the signed Registered Notice, Loan Recall Notice, Guarantee Invocation Notices shall be made along with

upload of postal receipt/barcode.

- Vendor support for centralized issuance of notices and related repository services.

## **2. Engagement of Recovery Agents for resolution of NPA accounts:**

No. of Users: Multiple. (RO/ZH/NH/CRT/ Arbitration Cell and Resolution Agents.) Mobile App and System based program.

### **Basic Information:**

- Listing eligible accounts for engaging RA, on auto pick basis Account and Customer Id wise
- Listing of empaneled agencies along with their agents' details.
- Allocation of eligible accounts for resolution of NPA accounts and issuance of allocation letter to the agency.
- Passing the information of RA engagement in account, to the borrower through auto-generated SMS / email.
- Ascertain the recovery made through RA and calculation of payment of pay-outs to RA's.
- Performance analysis of the Agencies on a predefined periodical intervals and withdrawal or continuance of the engagement of the accounts.
- RA may have the limited access including,
  - a) View the details of allotted accounts (name, contact details)
  - b) Recovery made against each account
  - c) Pay-out for the recovery made against each account.
  - d) Measures taken in the account (notices issued / arbitration process initiated)

### **Data Uploading**

Provisions to upload names and other details of empaneled agencies with the CBHFL, pay-out matrix in each area / region and performance-based report on the recovery made by the agency.

## **2.3. Data Mining**

Generating data from automatically from MIS data and Finacle data and performance analysis of the Agencies feed by the RO / ZH / NH / CRT.

## **2.4 Report generation:**

Report generation shall contain the followings:

Recovery details in the format provided by the CBHFL, the data format must contain recovery made by the agency, payment of pay-outs and Performance analysis of the Agencies during given intervals/periods.

## **Process flow:**

- Capture of empaneled agency with their basic details and their agents' details, including KYC and their mobile numbers.
- Allocation of eligible accounts to Resolution Agencies (RA) within 30 days of account becoming NPA and inform customers regarding the same through SMS / emails to the registered mobile numbers and mail IDs.
- Alert reminders if eligible accounts are not allotted to RAs within 30 days of account becoming NPA to RRO/RO/DGM-RR and every 5 days thereafter.
- Auto - Generate SMS / emails to customers regarding allocation of account to particular empaneled RA.
- Permission process along with terms of entrustment.
- Alerts for renewal of RA Agreement
- RA may monitor their activities in allotted accounts to them, including recovery made, pay-out, measures initiated etc.
- Recovery and no made through RA.
- Provision to capture OTS proposal submitted during pendency and decision thereon.
- Capture age wise list of RAs where no recovery made.
- Sending reminders/alerts on completion of terms as per appointment and sending notices for non- extension and termination of entrustment to the Recovery agents
- To evaluate performance of Recovery Agents based on parameters to be provided.

## **3. Arbitration Workflow Process**

No of Users: Multiple.

(RO/ZH/NH/CRT/ Arbitration Cell).

Mobile App and System based  
program.

### **3.1 Basic Information:**

- Listing eligible accounts on auto pick up basis from Azentio system, with all accounts loan details.
- Creating process sheet & status report on the templates provided.
- Creating Unique ID based on Branch/RO Code.
- List of Accounts in which Claim Petition (arbitration applications) to be initiated THREE (3) months prior to date of time bar period of 3 years (the time bar has to be counted from 3 months prior to the date of NPA or latest ADS).
- Alert reminders List of Accounts in which Claim Petition is not initiated, after 2 years counted from 3 months prior to the date of NPA or latest ADS, to RO/ZH/NH/CRT/ **Arbitration Cell** and the respective Branches and every 15 days thereafter.
- List of Petition filed and Arbitrators and number of cases handled.
- List of Interlocutory Application (IA) filed seeking interim remedy viz. attaching the property of borrower, re possession of hypothecated asset.
- List of Arbitration Awarded accounts and status of Execution Petition (EP) filed before the Civil Court, which having appropriate jurisdiction for execution of Award.
- List of Arbitration Awarded accounts, in which EPs to be filed, ONE (1) Year prior to the expiry of 12 years from the date of award.
- Alert reminders List of Accounts in which EP is not filed, after 11 years counted from the date of Arbitration Award, to RO/ZH/NH/CRT/ **Arbitration Cell** and the respective Branches and every 15 days thereafter.

### 3.2 Data Format

Report generation shall contain the followings:

Account details in the format provided, the format must contain Zone, Region, Branch sol-id, Branch Name, category of loan, Name of Arbitrators, phone number & Email ID, Claim (ledger balance & interest Claimed, ROI claimed, Fee agreed, Fee paid, Fee payable, Court Fee paid, Cost of filing suit, counter claim submitted. Month wise recovery made, EP proceedings etc.

### 3.3 Data Uploading:

Provision to upload and enter the details of Claim Petition, IA and EP filed by the CBHFL and reply/counter etc., filed by the borrower, Award copy, EP, Court Fee Receipt, Fee Bill and attachable assets, Encumbrance Certificates, Appeal copy, Reply etc.

### 3.4 Data mining:

Generate data from Azentio system, MIS data. Data regarding EP filed by the CBHFL and reply/counter etc. & its status from E-Courts website and concerned Court website.

### **3.5 Process flow: (FOR FRESH CLAIM PETITION)**

- Template based Permission note for filing petition from Branch to appropriate authority through the respective office/authority.
- Sanction Communication from the Sanctioning Authority to Branch and other respective office/ Legal Department at RO.
- Permission for appointment of advocate to Arbitration Cell and copy to ZH and Litigation Management Wing.
- Confirmation communication with diary number /Status Report number (SR) of petition filed from Advocate to Arbitration Cell same to be captured manually in the system by Arbitration Cell.
- On petition numbering, confirmation communication with petition number from Advocate to Branch/RO/ZH/NH.
- Once Claim petition filed before Arbitrator, particular loan account to be converted to Suit Category by invoking FSUIT menu and the Finacle balance to be tallied to the Claim petition amount.
- Recording service compliance of Arbitration Notice.
- Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Arbitration Cell /Branch/RO/ZH/NH. (Templates & need based).
- Provision to capture stage wise movement of the case.
- Provision to capture recovery made during the pendency of the cases.
- Provision to capture OTS proposal submitted during pendency and decision thereon.
- Provision to upload documents/ petition /reply, additional documents filed/ EC / Valuation Report etc., by Cell.
- All routine communication / complying Arbitrators direction shall be through the module by advocate to Arbitration Cell.
- All communication / advice and directions for complying Arbitrators direction shall be through the module by Arbitration Cell to Branch under copy to Arbitration Cell /Branch/RO/ZH/NH.
- Forwarding copy/s of Arbitration Award from the advocate to Arbitration Cell /Branch/RO/ZH/NH along with his views/brief of the Order.

### **3.6 Execution Petition Stage**

- Arbitration Award passed in an account to be communicated to Branch/RO/ZH/NH/CRT/Cell.
- Execution Petition (EP) shall be filed before the Civil Court, which having appropriate jurisdiction for execution of Award, with in a period of 12 years from the passing of final Award.

- Clearance of Appointment of Advocate for filing EP by RO/ZO/Legal Officer to Branch.
- Branch to Branch/RO/ZH/NH/CRT/Cell for approval of draft EP.
- Approval of Draft EP by Branch/RO/ZH/NH/CRT/Cell to Branch.
- Branch to advocate for confirmation and signing of EP by RO/ZH/NH/CRT/Cell.
- EP filing, numbering, service of summons, service completion, hearing/argument dates, interim orders etc., from advocate to Branch.
- Details of order and further appeal process flow as above.

### **3.6 Process Flow for existing Claim Petitions**

- Capturing all existing claim petitions in the module.
- Aligning with appropriate stage in the module.
- Process flow as above from the present stage after aligning.

## **4. Monitoring of account sanctioned under OTS of reporting**

No. of Users: Multiple. (Branches / Regional Recovery Officers (RO) / Zonal Heads (ZH) / National Heads (NH) / Central Recovery Team (CRT))

Mobile App and System based program.

### **4.1 Basic Information:**

Monitoring number of accounts settled under One Time Settlement (OTS) Scheme sanctioned in the account.

MIS on the CBHFL described format

### **4.2 Data Mining**

Generating data from automatically from LMS / MIS data and Finacle data.

### **4.3 Report generation:**

Report generation shall contain the followings:

List of accounts in which CBHFLs has sanctioned OTS and period for OTS.  
Payment made by the customer, Resolution Agency engaged in the account, sacrifice made in the account, extension granted for payment etc. to be generated as reports.

### **Base information:**

\*Integration of all modules based on Customer ID / Account No Provided and provide information in the status report. Separate Menu to be created\*.

- Data Format (Number of formats based on requirements)
- Report generation in Excel Sheet based on inputs provided:
- Separate platform to be provided for uploading and modifying information on periodical basis. (May be around 100 in numbers)
- Format of Reports shall be provided for RO/ZH/NH/CRT to furnish information.
- Enable auto generation of consolidated report.
- Auto alert and reminder system for non-furnishing information in the form of reporting.
- Capturing Campaign details.
- Capturing OTS settled accounts.

Mobile App to be provided to RO/ZH/NH/RAs.

Data formats and Templates will be provided after floating RFP and finalization of the Vendor. System Integration with existing module of the CBHFL to be done (LOS,LMS, AMLOCK, BI ,etc.).

#### **General Requirements**

1	Digital collection module
2	Interface to the CBHFL Azentio systems and collection officer
3.	Mobile App for collection agency,
4	Dashboard for various purpose
5.	Analytical tool
6	MIS
7	Various stakeholder performance and payments/rewards calculations.
8	Notification E-mail/SMS/Pop-ups.

#### **User Roles and Responsibilities**

Application Users: Users at call center, agencies, Regional Office, Zonal Office & Corporate Office.

##### **User Roles:**

1	Call Center agent for updation of disposition.
2	Call center team leader/manager for retrievals reports pertaining to call Centre disposition and data analytics

3.	<p>Collection Manager for following roles</p> <ul style="list-style-type: none"> <li>i) For updation of disposition.</li> <li>ii) ADMIN rights for allocation of data to collection agency and agents.</li> <li>iii) Admin rights for empanelment of agencies</li> <li>iv) Admin rights to approve updated details of collection agents.</li> <li>v) Admin rights to enable and disable agents/agencies.</li> <li>vi) dashboard view and generation of various reports.</li> </ul>
4	Agencies – i) allocation to agents ii) reconciliation of cash collection iii) Monitoring collection agents iv) Updation of agent details
5.	Agents – i) Trail updations ii) Attendance marking iii)
6	ADMIN rights to corporate office – Full access rights.

## Non-Functional Requirements

### Backup and Archiving

- There shall be a provision for taking backups and archive the replica of the systems' database and the application as well. There should be a provision of adequate Business Continuity Management (BCM).
- The methodology for the backing up of data and its archival may be indicated.
- The methodology or strategy used should be in alignment with CBHFL's Backup and Archival strategy.
- The Application should have a capability for easy retrieval of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.

### Security Requirements

- **Provide security in compliance with CBHFL security requirements to preserve the confidentiality, integrity, and availability of the information systems.**



- Develop, implement, maintain and use best in class industry proven safeguards that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems.
- Maintain a security plan that complies with industry accepted security requirements. Security Plan should be embedded within the Project Plan & approved by the CBHFL. The security plan would be reviewed by the CBHFL during the implementation phase.
- The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
- Selected bidder will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by CBHFL.

### **Deployment & Implementation**

- **The Bidder's resources will be required onsite during the deployment phase including the public holidays and weekends.**
- The implementation phase shall be deemed as completed in all respects only after
- All applications and services are implemented as per the intent of this RFP.
- All functionalities mentioned in this RFP have gone live.
- All the related trainings are completed, and post training assessment carried out by the CBHFL.
- All documentation and reports have provided to CBHFL.

### **Training**

- **CBHFL expects the Bidder to train the administrator/business users till the personnel gain enough expertise in the system and capable of taking over the training function.** The training should include features, facilities, operations, implementation, troubleshooting, system administration, database administration, operating system administration, DR elements including BCP. All training will be hands-on training along with the trainer for the users. The Bidder should also provide e-learning facilities for users of the solution

### **Post Implementation**

- The post implementation period will start after 30 days of successful "Go-Live" of the project. Post implementation will be from the day of issue of Completion Certificate by the CBHFL.  
OEM Support:
- **OEM should provide 24X7 Standard Support** around the clock for critical

business issues as per their defined severity definitions.

- Support for routine and non-critical issues should be available during normal business hours.

**Bidder (SI) Support / Annual Maintenance Contract (AMC)**

- The Bidder will be required to provide on-site/remote support during the **5** years of Warranty/Software Support, only when there is an issue that requires onsite support. applicable for software, respectively. Software Support shall commence from post implementation period and will start after successful “Go-Live” of the project and Completion Certificate by the CBHFL. Post implementation will be from the day for issue of Completion Certificate by the CBHFL.
- The proposed bidder should support solution in co-ordination with OEM from the date of operationalization of the system to the satisfaction of CBHFL during the support period.
- During the support period, the Bidder will have to undertake comprehensive maintenance of the software part. During the warranty period the vendor should maintain it and shall be responsible for all costs relating to maintenance.
- During the support period, the Bidder would be required to undertake all necessary modifications not falling under the purview of ‘Change Management’ such as updates, upgrades, bug fixes, changes in the application or any other support as and when required at no extra cost.
- **The bidder shall provide 24x7x365 telephonic and online support for the solution to address any technical Issues including configuration, breakdowns, data migration issues.**
- CBHFL should be able to log calls directly by web/email or over phone to the Bidder / OEMs 24X7 during the warranty period.
- After expiry of the support, CBHFL shall have sole discretion to enter Annual Maintenance Contract (AMC) either in full or in part for maintenance.
- **During the five (5) years of support period, the Bidder will be required to provide remote/on- site support when needed, if required the on-site support may be extendable at the CBHFL’s discretion.**
- If CBHFL desires, it could extend the onsite support (engineer will be needed onsite for any upgrades/updates/issue resolution/troubleshooting) beyond five (5) years as per the business need, Bidder should provide (Application / Software) 24X7X365 days on call support.
- **During the software support Period, the selected vendor will have to provide at no additional cost to CBHFL, all software updates, releases, Version upgrades, New Versions etc within 30 days of their availability.**

- The selected Bidder shall provide preventive maintenance on monthly basis.
- **The selected Bidder shall design and implement to assure 99.9% uptime for the solution calculated on monthly basis.**
- Where the Bidder is not the Manufacturer of certain components of the Solution, then the Bidder shall disclose the Manufacturer's warranty for such components to the CBHFL and, in the event such warranty exceeds the Bidder's warranty under this Contract in any respect, shall ensure that the CBHFL will receive the benefit of the Manufacturer's warranty

**3.2. Implementation timeline:** The proposed solution should be completed within a period of **60 days** from the date of issuing purchase order by CBHFL to the selected bidder.

### **3.3. Technical Requirements:**

**3.3.1** The off-the-shelf product/solution should be free from any vulnerability, bugs, back-doors or Trojans, Vendor should provide required declaration as per Annexure B, Format III Declaration for Bug Free Software.

#### **3.3.2 Regulatory /Compliance Requirements:**

- The solution should comply with extant regulatory and statutory compliance requirements.
- The solution should be implemented as per industry best practices. It should be customized to meet Company's requirements/Data Governance Policy and DataRetention policy.
- Solution should also meet "Digital Personal Data Protection Act, 2023" related Compliances.
- It should comply with India specific data security and access regulations and/or certifications. The Vendor has to ensure required data security and confidentiality with no data leakage.
- The Vendor has to provide updates/patches and fixes for all the regulatory/statutory and audit compliance requirements and observations during the contract period without any additional cost to the Company.  
The Vendor has to provide encryption (minimum AES 256 or latest) of the Company's data at rest and in motion.
- The latest and acceptable assurance certification will be required to be submitted to the Company, at periodic intervals.

### **3.3.3 Disaster Recovery Mechanism**

The solution must be capable of and compatible for Disaster Recovery (DR) Implementation in active – passive mode with log shipping between Primary and DR Site, as required by the Company. The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.

The company must be capable of own business continuity plans & also participate in CBHFL BCP process. Authentication through Company's Active Directory should be supported.

**3.3.4** The vendor to provide timely closure of all vulnerabilities identified in the proposed solution during Internal/External Security audit/reviews according to Company's audit schedule.

### **3.3.5 Monitoring and Audit**

- CBHFL will have the right to audit Vendor's people, processes, technology etc. as part of the Vendor Security Risk Assessment Process.
- The periodicity of these audits will be decided at the discretion of the Company. The Vendor must provide the Company access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Company.
- There should also be proper audit trail of login/logout, addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and timestamp with IP capture.
- Other terms on inspection and audit will be as per the Annexure – G, Service Level Agreement.

### **3.3.6 Software Licenses:**

- i. The application license(s) should be of latest and current version as of go-live date and should be in the name of the Company, CBHFL'S, Mumbai, and valid for the entire Contract period.
- ii. Wherever required, the successful Vendor should submit renewal certificate in the name of Company in physical/ electronic form well in advance before the license expiry date during the Contract period.
- iii. All the components used in the solution should not have end of support

during the entire period of Contract.

- iv. Should any components be announced end of support during the Contract period, the Vendor will have to replace the same with an equivalent or higher specification product without any additional cost.
- v. The Vendor must consider the disaster recovery environment while proposing the licenses.

### 3.3.7 RTO / RPO Management:

- i. The Vendor needs to maintain the below RTO (Recovery Time Objective) and RPO (Recovery Point Objective) parameters of the all the in-scope equipment's and software as mentioned below.

Recovery Time Objective(RTO)	4 Hours
Recovery Point Objective(RPO)	10 Minutes
- ii. Monitor and manage the replication between the DC and DR (under supervision of CBHFL Systems Team)
- iii. Generate reports to review the performance of the replication.

### 3.4. SLA & Penalties (including information security SLA terms):

- CBHFL expects that the Bidder shall be bound by the Service Levels described in this document for Endpoint Protection & Server Security Solution application and Software Performance.

#### Definitions

- Service Levels are calculated based on the “Business Utility” of the solution, which is described as the ratio of “System Available for Actual Business Hours” to the “Scheduled System Availability for Business”.

$$\text{BU (\%)} = \frac{S_{\text{BOH}} - S_{\text{BDT}}}{S_{\text{BOH}}} * 100$$

- Where BU = Business Utility, SBOH = Scheduled Business Operation Hours, SBDT = Business Downtime
- The “Scheduled Business Operation Hours” for a given time frame are

calculated after deducting the planned downtime which can be taken on the system only with prior notice to CBHFL and with mutual consent of CBHFL and the Bidder.

- “Business Downtime” is the actual duration for which the system was not able to service CBHFL due to System or Infrastructure failure as defined by CBHFL and agreed by the Bidder. The "Business Downtime" would be calculated on daily basis and for all performance appraisals, the daily downtime would form part of core measurement for assessment/ escalation/ penalty, etc."
- The “Working Hours” would be from 8:00 AM to 9:30 PM from Monday to Saturday, even on Sunday if required, Further CBHFL expects the Bidder to recognize the fact that CBHFL might work in extended hours to provide the expected customer service as well as for statutory reporting.

Response Time: 30 minutes from the time of complaint.  
Resolution Time: 1 hour from the time of complaint.

Penalties will be applicable due to downtime caused by failure in application, software, etc. which will be provided by the Vendor. However, downtime due to power or environmental failures or, due to causes attributable to CBHFL will not be taken into account. Penalties shall also be applicable in case the information security or audit related findings / vulnerabilities are not closed in a time bound manner.

## **Purpose and Objective of SLA**

- CBHFL intends to enter into a Service Levels Agreement (SLA) with the successful Bidder in order to provide complete utility of the service that could be provided to CBHFL.
- The SLA shall be included in the contract agreement as mentioned in the document and identifies the expectations of CBHFL and defines the Scope and Boundaries for the successful Bidder to provide maximum “Business Utility”. Any issue could be classified under the following four categories:
  - **Level 1:** The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most of the critical services to all the CBHFL, regulated entity offices and external institutions having an access.
  - **Level 2:** The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the CBHFL, regulated entity offices and external institutions having an access.
  - **Level 3:** The identified issue has normal impact on the Business and needs to be addressed at the earliest. This level would typically

correspond to issues which result into disruption of one or more services to one or more but not all CBHFL, regulated entity offices and external institutions having an access.

- **Level 4:** The identified issue has almost no impact in terms of Business. However, issue needs the attention of the Bidder and shall be fixed on lesser priority.
  - It is expected that the Bidder provides an immediate solution/ work around for “Show Stopper” issues so that CBHFL can continue to function normally and then register the issue on priority by conducting a “Root Cause Analysis”.
- The selected Bidder shall design and implement to assure 99.9% uptime for the solution calculated on monthly basis

**ANNEXURE D : Eligibility and  
Scoring CriteriaFormat I  
Minimum Eligibility Criteria**

<b>S.No.</b>	<b>Eligibility Criteria</b>	<b>Compliance(Yes/No)</b>	<b>Documents to be submitted</b>
<b>1</b>	The bidder must be an Indian firm/ Company / Organization registered under Companies Act/Partnership Act/LLP Act etc. or a foreign company, registered under applicable laws & regulations, with Sales and Support arrangement in India.		Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office. Proof of Partnership/LLP. Foreign companies also to provide declaration with details of sales & support arrangement in India.
<b>2</b>	The Bidder must have an average turnover of minimum ₹5 crore during last 03 (three) financial year(s) i.e., FY 2022-23, FY 2023-24, and FY 2024-25		(Certificate from statutory auditor for preceding/current 03 year may be submitted.)(Refer Annexure-3)
<b>3</b>	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years i.e., FY 2022-23, FY 2023-24, and FY 2024-25		Certificate from the statutory auditor.
<b>4</b>	Bidder should have completed at least 2 projects worth cumulative of at least 25 Lakhs INR (Cumulative Cost), in last 2 years for Indian Clients. The name of the Bidder (SI and/or OEM) needs to be in sync with the credential letters / contract copies, exceptions will be made in case of divestiture, M&A		Copy of the Purchase order and / or sign off report or Certificate of completion for the completed projects. All such details to be duly signed by the authorised signatory of the bidder.
<b>5</b>	The bidder must be ISO-27001 Certified Company, and the certificate should be valid as on date of bid submission and should also cover the proposed product/solution.		Copy of ISO-27001 certificate



<b>6</b>	The bidder should have prior experience of supply and successful implementation of Collection & Recovery Software Solution for minimum 500 users for two BFSI client organizations in India as on date.		Evidence required
<b>7</b>	The Bidder shall be Platinum / Gold / Silver level Partner of OEM		Evidence required
<b>8</b>	CBHFL Guarantee – 10% of the total Project cost		Performance Security in form of BG
<b>9</b>	The Application have capability to Access to data in Core Applications/Other source like MIS Tables.		Product Required Evidence
<b>10</b>	The Application have capability to use/integrate with various Digital Channels as per requirement of the CBHFL.		Product Required Evidence
<b>11</b>	Mobile Application should have features Work flow. Customer 360 view. Action history. Google Maps Integration for Visit Routing. Dashboards for Easy Access of Information Detailed Follow-up Recording. Update Additional Documents and Details. Print Receipts for Payments. Capable of uploading of photographs		Product Required Evidence
<b>12</b>	The Application have capability of showing performance of various channels showing resolution rates of Digital Channel, collection agencies with segregation based on DPD, products, Geographies, overdue slabs etc.		Product Required Evidence
<b>13</b>	The Application have capability to create behavior analysis of customer based on his loan accounts, dues pattern, collection/repayment pattern, demographic information etc.		Product Required Evidence
<b>14</b>	The Mobile Application have capability Ability to capture photos, scanned documents, etc. (including directly when on-site through apps, with verification such as time stamp)		Product Required Evidence
<b>15</b>	The Application have Ability for CBHFL Collection manager to manage and monitor external debt Collection Agency		Product Required Evidence

	activities and performance.		
<b>16</b>	The Application have capability to link users to Multiple Roles, Department, Organization Hierarchy and Lines of Business/Products.		Product Required Evidence
<b>17</b>	The Application have Dashboard for collection Managers to support dashboard on collectors' performance as well as account performance.		Product Required Evidence
<b>18</b>	The system have the functionality for tracking of all generated and received notices, capture costs associated with processing and dispatching notices, all replies received by the parties notices have been sent to, all actions post acknowledgement of receipt of notices including payments, recoveries, settlements, suit filings and others		Product Required Evidence
<b>19</b>	Generation of reports at various levels for arbitration cases coming up for hearing for effective monitoring and Advocate-wise, Casewise, Stage-wise, Court-wise, Value range-wise reports etc. at various administrative levels.		Product Required Evidence
<b>20</b>	The system should have capabilities of load balancing.		Product Required Evidence
<b>21</b>	System should have single database structure across different modules of the system and should support multi-processor architecture. Also enterprise open source database architecture.		Product Required Evidence
<b>22</b>	Maker/ checker functionality for admin users defining parameters in the masters, user creation/modification, other functionalities to be specified by the CBHFL		Product Required Evidence
<b>23</b>	Should support standard data encryption methods (3DES, AES) during data transmission over an open network or Internet (SSL)		Product Required Evidence
<b>24</b>	Should offer two factor authentication for User and Device Registration ensuring secured access to application developed		Product Required Evidence

	by Mobile Framework		
<b>25</b>	Mobile app should provide ready adaptors for integration with workflow, DMS, Biometric device and Printers API and webservice based integration for push and pull mechanism.		Product Required Evidence
<b>26</b>	The software should have provision to mask selected/ required Database fields as required by RBI / IS auditors or as required by CBHFL from time to time without affecting front end visibility, data extraction, data transfer to other modules and security of the CBHFL.		Product Required Evidence
<b>27</b>	Solution should be capable of integrating with CBHFL's Active Directory (AD) for application user login, authentication and authorization.		Product Required Evidence
<b>28</b>	System should be three tier (Web/App/DB) web based and should be able to support simultaneous use of the system by multiple users without any restriction		Product Required Evidence
<b>29</b>	Vendor should provide resources for application support and IT infrastructure support till 3 months post first instance of go Live.		Product Required Evidence
<b>30</b>	i) Solution should be SAML 2.0 compiled ii) Solution should be complied for IDAM (Identity and access management) Integration. iii) The solution should support standard authentication protocols (SAML, OpenID etc.) to support SSO integration with IDAM solution User life cycle management APIs(Provisioning, Management etc.) shall be available for integration with IDAM solution		Product Required Evidence
<b>31</b>	i) Vendor should provide necessary support for smooth functioning for DR Drill ii) DR drill testing in every 3 months		Product Required Evidence

<b>32</b>	<p>Vendor to provide the following to the CBHFL as part of RFP response:-</p> <p>a.) Detail Architecture diagram of the implemented solution</p> <p>b.) Detailed Data flow diagram of the implemented solution</p> <p>c.) Escalation Matrix upto Country Head (Sales &amp; Technical/Service/ Support )</p> <p>d) Latest certificate/report of the Information Security Audit of the application.</p> <p>Licensing methodology (Subscription/ License with AMC)</p>		Product Required	Evidence
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#### **Annexure-16: Capabilities of the Product**

<b>SI No</b>	<b>Technology</b>	<b>Details</b>
1	Features available- List	
2	Reports available- List	
3	Supported Architectures	
4	Inbuilt Tools	
5	Supported Standards	
6	Latest and advanced features	
7	Unique Features	
8	Features which are not available compared to other products	
9	Security features available	

### **Evaluation of Functional & Technical Proposal:-**

The proposal submitted by the Vendors shall be evaluated on the following group of parameters.

- Functional Requirements (FR)
  - Technical Architecture (TA)
  - Product Demonstration and Proposal Presentation (PB)
  - Approach and Methodology (AM)
  - Past Experience (PE)
  - Eligible vendor to showcase their product demo
- 
- The marks are assigned for each individual parameter under these groups and marks scored by each Vendor under each parameter are aggregated to find out the total technical score of the Vendor.
  - The score for evaluation of the application and the respective functionalities shall be decided by the Internal Selection Committee.
  - The selection parameters are explained in following paragraphs.
  - Scoring Methodology for Functional Requirements (FR) and Technical Architecture (TA)
  - The functional/technical capabilities are evaluated as per the readiness (Type of response/Scale) towards the expected functionalities for creating the INTEGRATED COLLECTION AND RECOVERY MODULE for CBHFL. All the functional and technical requirements for achieving regulatory compliance are mandatory.

Vendor shall indicate against each requirement/capability as per the following table.

**Eligibility & Evaluation Parameter is attached in Annexure I**

### Parameter for selection of Software Vendor

Sr. No.	Parameter	Maximum Marks
1	Functional Parameter	60
2	Technical Parameter	
3	Commercial Bid	40
	<b>Total</b>	<b>100</b>

#### For Example:-

Three entities namely A, B and C participated in the bid process and their technical & functional score are as under:

Functional Score : A = 356, B = 328 C = 398 (Max Score : 408)

Technical Score : A = 382, B = 376, C = 320 (Max Score : 412)

**TOTAL Score : A = 738, B = 704, C = 718**

After converting them into percentile, we get

$A = (738/738) * 100 = 100.00$

$B = (704/738) * 100 = 95.39$

$C = (718/738) * 100 = 97.29$

The quoted prices for consultants are as under: A= Rs 9000, B=Rs 8000, C=Rs10000

The final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$A = (8000/9000) * 100 = 89$

$B = (8000/8000) * 100 = 100$

$C = (8000/10000) * 100 = 80$

As the weightage for Functional & Technical and Commercial Parameter are 60% and 40% respectively, the final scores shall be calculated as under:

$A = (100 * 0.6) + (89 * 0.4) = 95.60$

$B = (95.39 * 0.6) + (100 * 0.4) = 97.23$

$C = (97.29 * 0.6) + (80 * 0.4) = 90.37$

Hence, the offer of 'B' (being highest score) would be considered as (H1) Bidder and will be called for the negotiation before awarding the contract. The Bank Reserves the right to reject even H1 Bid without assigning any reason whatsoever.

### **Annexure-7:-Reference Site Details**

The reference sites submitted must be necessarily of those CBHFLs where the proposed Vendor/Proposed software solution has been awarded the contract in the last three years prior to the last date for submission of Proposal at the CBHFL. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of Proposal at the CBHFL. Please provide reference details in the format defined below:

<b>Particulars</b>	<b>Response</b>
Name of the CBHFL/ Financial Institution	
Country of Operation	
Address of the Organization	
Annual Turnover of the Organization for the Financial Year 2023-24	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Partner for the project	
Project Start date and End date	
List all the modules/components of the system being used.	
Type of Architecture in which the system has been implemented.	
Implementation details e.g. Number of Sites, time taken for Operationalization, volumes of processing etc.	
State the duration of the implementation	
Number of users and the geographical spread of the implementation	
Average Team size on site for project implementation (SI & OEM Team)	
Contact Details from the CBHFL/Financial Institution for reference	
<input type="checkbox"/> Name of the Contact Person	
<input type="checkbox"/> Designation	
<input type="checkbox"/> Phone Number/e-mail	

### **Annexure-8:-Past Experience**

List of major customers where the proposed solutions have been implemented/under implementation and their reference details

No.	Name & complete Postal Address of the Customer	Name & Brief scope of work done by OEM	Name & Brief scope of work done by SI	Attach reference Letter	Contact Details (Name, Designation, Phone, Email)	Project Status (Completed/Under Implementation, Start Date, End Date)
		(Specify the size of the CBHFL, the Approaches supported etc.)				

\*In cases where SI acts as Vendor, while counting the number of CBHFLs for the purpose of assigning marks under this parameter only the number of CBHFLs where SI has customized the software of the OEM shall be taken.

(Enclose necessary documentary proof such as reference letter etc.)



## **ANNEXURE E**

### **Commercial Proposal Covering Letter (On Company Letter Head)**

Date:

To  
CTO ,  
CBHFL,  
6th floor, Central CBHFL of India,  
Mumbai Main Office Building,  
MG Road, Fort, Flora Fountain,  
Hutatma Chowk, Mumbai – 23

Dear Sir/ Madam(s),

Sub: Commercial Proposal for RFP for Collection & Recovery software solution

Having examined the Request for Proposal (RFP) Documents dated \_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services, as mentioned, conformance with the scope of work of said RFP documents and as per the attached Commercial Proposal and hereby undertake that we accept all the terms and conditions of the RFP.

We further undertake, if our bid is accepted, to deliver the services accordance with the delivery schedule finalized.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to expiration for the validity period of the Proposal.

We understand that you are not bound to accept the lowest or any bid you may receive. Enclosure- Commercial Bid

Yours faithfully,

Date:

Signature of the  
Authorized Person  
Name  
of the Authorized  
Signatory:

Place:

Designation:  
Name of the Organization: Seal:

**Commercial Bid Format (On Company Letter Head)**

**Cost of the application, Software, Hardware, Customization, Training, etc**

**TABLE-A: Cost of the application, Software, Hardware, Customization, Training, etc. The cost of each module has to be provided as per the below format**

Sl.No	Item Description	Total Price	Taxes / VAT if any	Total payable
1	License fee			
2	Implementation /Customization fee			
3	Any Other Costs			
4	Man day rate for customization			
5	Man day rate for support			

GRAND TOTAL

**TABLE-B: Cost of AMC and ATS after the warranty for Software, Customization etc for a period of 5 years**

S.No	Item Description	AMC Amount for full period after warranty (Year Wise)	Service Taxes if any	Total payable
GRAND TOTAL				

Vendor needs to provide the developer rates per month/per person and Support personnel rates (both onsite and offsite) for minimum 2 years from Go-live.

\*As part of AMC/ATS vendor has to provide L2 and L3 support for the product and solution implemented. No additional cost shall be paid by the CBHFL for the support of software/solution.

**(Amount in INR only)**

TOTAL PAYABLE IN INDIAN RUPEES AS PER TABLE A	
TOTAL PAYABLE IN INDIAN RUPEES AS PER TABLE B	
TOTAL PROPOSAL PRICE.	

Yours faithfully,

Date:

Signature of the  
Authorized Person  
Name of the Authorized  
Signatory:

Place:

Designation:  
Name of the  
Organization:  
Seal:

#### **Annexure – F**

#### **NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_

between:

CBHFL., a company incorporated under the Companies Act, 1956; bearing CIN U65922MP1991PLC006427 and having its Registered Office at 6th floor, Central CBHFL of India, Mumbai Main Office Building, MG Road, Fort, Flora Fountain, Hutatma Chowk, Mumbai – 400023 (hereinafter referred to as “Client” / “CBHFL” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm *< remove or strike off whichever is not applicable >* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *< remove or strike off whichever is not applicable >*, having its registered office at

\_\_\_\_\_ (hereinafter referred to as “\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

\_\_\_\_\_ is carrying on business of providing  
\_\_\_\_\_, has agreed to \_\_\_ for CBHFL and other related tasks.

For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in

consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

## **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

### **1. Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

### **2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement

of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving CBHFL an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

### **3. Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges

- ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### **4. Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
  - (a) The Agreement shall be effective from \_\_\_\_ ("Effective Date") and shall be valid for a period of 3 year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **5. Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The

foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_ (place) For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		



**Annexure - G**

**SERVICE LEVEL AGREEMENT**

FOR  
**Collection & Recovery Software Solution**  
BETWEEN  
CBHFL AND

[REDACTED]

**Date of Commencement** :

**Date of Expiry** :

This agreement ("**Agreement**") is made at (Place) on this \_\_\_\_ day of \_\_\_\_ 2023.

**BETWEEN**

**CBHFL**, a company incorporated under the Companies Act, 1956; bearing CIN U65922MP1991PLC006427 and having its Registered Office at 6th floor, Central CBHFL of India, Mumbai Main Office Building, MG Road, Fort, Flora Fountain, Hutatma Chowk, Mumbai – 400023, hereinafter referred to as "**the Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

**AND**

[REDACTED] a [private/public limited company/LLP/Firm] ~~incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932~~ ~~whichever is not applicable~~, having its registered office at [REDACTED] hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

## WHEREAS

- I. The Company is carrying on the business of Standalone Primary Dealership operations and is desirous of availing services for Endpoint Security Solution
- II. Service Provider is in the business of providing [REDACTED] product/services as may be required by the Company [REDACTED] and has agreed to provide the mentioned in this Agreement

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

### 1) DEFINITIONS & INTERPRETATIONS:

#### A. Definition:

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- a) “**Company**” shall mean the CBHFL (including branches).
- b) “**Confidential Information**” shall have the meaning set forth in Clause 14.
- c) “**Deficiencies**” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- d) “**Documentation**” will describe in detail and in a completely self-contained manner User Manuals, Technical design documents, FAQs , Trouble Shooting documents etc.
- e) “**Effective Date**” shall mean the date on which this Agreement takes effect.
- f) “**Intellectual Property Rights**” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents,

designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- g) **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (i.e., INR [●]/- (Rupees in words [●])[or PO reference may be given] for the full and proper performance of its contractual obligations.
- h) **‘Services’** shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

#### **B. Interpretations:**

In construing the Agreement:

- a) Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- b) The singular includes the plural and vice versa.
- c) Reference to any gender includes each other gender.
- d) The provisions of the contents table, headings, clause numbers, italics, bold print, and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- e) The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- f) A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented, or replaced in the manner envisaged in the relevant documents or agreements.
- g) A reference to any statute, regulation, rule, or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule, or other legislative provision.
- h) Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be in writing.

c. Commencement, Term & Change in Terms:

- a) This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from [ ] (**Effective Date**).
- b) This Agreement shall be in force for a period of 5 years from Effective Date, unless terminated by the Company by notice in writing in accordance with the termination clauses of this Agreement.
- c) The Company shall have the right at its discretion to renew this Agreement in writing, for a further term of 5 years on the mutually agreed terms & conditions.
- d) Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.
- e) Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

**2) Scope of Work:**

The scope and nature of the Services which the Service Provider has to provide to the Company is described in the Annexure – ‘A’ of this Agreement. The Company may, at its sole discretion, provide remote access to its information technology system in order to facilitate the performance of the Services. Such remote access to the Company’s information technology system shall be subject to the following:

- a) Service Provider shall ensure that the remote access to the Company’s information technology system is performed through a laptop/desktop (“Device”) specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- b) Service Provider shall ensure that only its authorized employees/representatives access the Device.
- c) Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Company’s data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.),

programming codes, access configurations, parameter settings, executable files, etc., which the Company's representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Company or its authorized representative for investigation and/or forensic audit.

- d) Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Company's network is performed, effectively against unauthorized access, malware, malicious code, and other threats in order to ensure the Company's information technology system is not compromised in the course of using remote access facility.
- e) In case of VPN access:
  - i. Service Provider shall be required to get the Device hardened/configured as per the Company's prevailing standards and policy.
  - ii. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Company's prescribed format before such remote access is provided by the Company.

### **3) Fees, Taxes, Duties & Payments:**

#### **A. Professional fees:**

- i. Service Provider shall be paid fees and charges in the manner **detailed in here under**, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Company. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.
- ii. All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and the Company shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service

Provider. Goods & Services Tax or any other tax imposed by the Government in

lieu of same shall be borne by the Company on actual upon production of original receipt wherever required.

- iii. Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

**B. Payments:**

- i. The Company will pay properly submitted valid invoices within reasonable period but not exceeding 45 days after its receipt thereof. All payments shall be made in Indian Rupees.
- ii. The Company may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Company against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Company shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidence, if any, within 21 days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Company through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Company shall have right to withhold the payment or set-off penal amount from current invoices.

**C. Payment Terms:**

After SLA/NDA & other agreement signing :

- 10% on delivery of licenses and basic software.
- 15% after UAT Release
- 15% after UAT Acceptance
- 20% after successful Go LIVE
- 20% after Training/Documentation
- 20% after satisfactory working of solution for three months after successful implementation.

**4) Liabilities/Obligation:**

- i. The Company's Duties /Responsibility (if any)
  - a. Processing and authorizing invoices

- b. Approval of Information
- ii. Service Provider Duties
  - a. Service Delivery responsibilities.
  - b. To adhere to the service levels/timelines documented in this Agreement and RFP
- iii. Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Company, including those set forth in the Company's then-current standards, policies, and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Company from time to time.
- iv. Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws for the time being in force including but not limited to Information Technology Act, 2000 and rules thereof and directions issued by RBI concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

#### **Security Responsibility**

- i. Service Provider shall maintain the confidentiality of the Company's data, resources, and other intellectual property rights.
- ii. Service Provider shall implement and maintain reasonable security practices and procedures as defined under Section 43A of Information Technology Act, 2000 and rules thereof.
- iii. Without the Company's prior written permission, Service Provider shall not store or share Company's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
- iv. Service Provider shall first obtain the Company's approval of the content of any filing, communications, notices, press release or reports related to any security breach prior to any publication or communication thereof to any third party. Service Provider shall maintain a well understood reporting procedure for security incidents and a copy of such procedure shall be made available to the Company.
- v. Service Provider should secure the Company's data (if shared) while transiting, processing, at the store, during backup and archival, over external media, etc. with latest & secured encryption standards.
- vi. Service Provider should define proper access control for protecting the Company's data (if shared) and access to the data is strictly on a need-to-know Basis.
- vii. The Service Provider will comply with the directions issued from time to time by the Company and the standards related to the security and safety as per best practices and standards relevant in the industry, to the extent as it applies to

the provision of the Services.

- viii. Both parties to the service level agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the project's data, assets, facilities, or confidential information.
- ix. The Service Provider shall upon reasonable notice by the Company or its designated agency participate in regular meetings when safety and information technology security matters are reviewed.
- x. The parties under the service level agreement shall promptly report in writing to each other any act or omission (which they are aware could have an adverse effect on the Services and proper conduct of safety and information technology security at project's locations
- xi. The Service Provider shall promptly inform in writing to the Company all material adverse events in the nature of data breaches, denial of service, service unavailability, etc. to enable the Company to take prompt risk mitigation measures and ensure compliance with statutory guidelines.

## **5) Representations & Warranties:**

- i. Each of the Parties represents and warrants in relation to itself to the other that:
  - a) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
  - b) The authorised person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
  - c) It has full right, title, and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates, or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
  - d) It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
  - e) The execution and performance of this Agreement by either of the



Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

- f) Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards during the entire contract period.
- g) Any defect found will be evaluated by the service provider(s) to establish the exact cause of the defect. Service Provider to provide technical support to the Company for related deficiencies.

**ii. Additional Representation and Warranties by Service Provider**

- a) Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material, and methods.
- b) Service Provider has the requisite technical and other competence, sufficient, suitable, qualified, and experienced manpower/personnel, and expertise in providing the Services to the Company.
- c) Service Provider shall duly intimate to the Company immediately, the changes, if any in the constitution of Service Provider.
- d) Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Services provided by Service Provider to the Company do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party. Also, the Service Provider has not received any notice of violation of any Intellectual Property Right in relation to the Services being provided by the Service Provider under this Agreement.
- e) Service provider shall ensure that all persons, employees, workers, and other individuals engaged by or sub- contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Company as and when requested. Further, the Service Provider agrees and

undertakes that upon request by the Company it shall provide information to the Company regarding such third parties engaged by the Service Provider in relation to the Services under this Agreement.

- f) Service Provider represents and warrants that its personnel shall be present at the Company premises or any other place as the Company may direct, only for the Services and follow all the instructions provided by the Company; act diligently, professionally and shall maintain the decorum and environment of the Company; comply with all occupational, health or safety policies of the Company.
- g) Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Company shall have no liability in this regard.
- h) Service Provider agrees that it shall communicate to the Company well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- i) Service Provider shall ensure confidentiality, integrity, and availability of the Company's information at all times and shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Company, shall be assessed, and managed regularly, to the satisfaction of the Company.

## **6) General Indemnity:**

- i. Service Provider agrees and hereby keeps the Company indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Company may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or subcontractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Company.
- ii. Service Provider hereby undertakes the responsibility to take all possible

measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of Service Provider systems including deliverables within reasonable time. The Company shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

#### 7) Contingency Plans:

- i. Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Company. Service Provider at Company's discretion shall cooperate with the Company in case on any contingency.
- i. Service Provider shall have defined business continuity management and disaster recovery procedures in place for effective handling of critical business processes in situation of any incident disrupting the Services under this Agreement. Service Provider shall carry out periodic drill activity to ensure the effectiveness of business continuity management and disaster recovery procedures and reports of such activities shall be shared with the Company. Further, Service Provider shall have consider identifying skilled resources who provide core services as 'essential personnel' and are necessary to operate critical functions on site during exigencies (including pandemic situations) to limit the number of staff that may be required during such exigencies (including pandemic situations).

#### 8) Transition Requirement:

- i. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Company at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Company shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
- ii. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Company, at no extra cost to the Company, for ensuring

smooth switch over and continuity of Services, provided where transition services are required by the Company or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement.

- iii. If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of INR 5% on demand to the Company, which may be settled from the payment of invoices or CBHFL guarantee for the contracted period.

### **9) Liquidated Damages:**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Company may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of order value for delay of each week or part thereof maximum up to 5% of order value. Once the maximum deduction is reached, the Company may consider termination of the Agreement.

### **10) Relationship Between the Parties:**

- i. It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Company except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- ii. Neither Service Provider nor its employees, agents, representatives, Sub Contractors (if allowed) shall hold out or represent as agents of the Company.
- iii. None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Company.
- iv. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- v. All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party

in whose premises the accident occurred.

- vi. For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Company (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

#### **11) Sub-Contracting:**

As per the scope of this Agreement subcontracting is not permitted.

- i. However, if the Service Provider subsequently wishes to subcontract the scope of work, it will have to obtain specific written permission from the Company before contracting any work to subcontractors. The Company at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Company, the contracting vendor will be responsible for all the services provided to the Company regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the subcontractor comply with all security requirements of the contract and the Company may obtain independent audit report for the same in accordance with Clause 2 of this Agreement. In such a case, the Service Provider shall provide subcontracting details to the Company and if require, the Company may evaluate the same.
- iii. Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Company and Company shall have access to such records.
- iv. In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Company's data / processes is maintained.
- v. In the event of sub-contracting, the Service Provider shall ensure that the sub-contractor shall subsume all the rights and obligations of the Service Provider as envisaged under this Agreement.
- vi. Notwithstanding approval of the Company for sub-contracting, the Service Provider shall remain liable to the Company for all acts/omissions of sub-contractors.

## **12)Intellectual Property Rights:**

- i. For any technology / software / product used by Service Provider for performing Services for the Company as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Company shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Company's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Company's rights under this Agreement.
- iii. Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Company against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Company the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Company all amounts paid by the Company to Service Provider under this Agreement.
- iv. The Company will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Company, unless such settlement releases the Company fully from such claim, (ii) Service Provider shall promptly provide the Company with copies of all pleadings or similar documents relating to any such claim, (iii)

Service Provider shall consult with the Company with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Company is also a party, the Company shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Company's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Company of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Company.
- vi. Subject to payment of requisite service fee in accordance with clause 3 (B) of this Agreement, Service Provider grants CBHFL an irrevocable, non-exclusive, subscription-based license throughout the territory of India to access, replicate, modify and use software provided by Service Provider including its upgraded version during the term of this Agreement.

### **13) Inspection and Audit:**

- i. It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Company/ inspecting official from the CBHFL or any regulatory authority, covering the risk parameters finalized by the Company/ such auditors in the areas of products and Services etc. provided to the Company and Service Provider shall submit such certification by such Auditors to the Company. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Company) shall facilitate the same. The Company can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Company. Except for the audit done by Reserve CBHFL of India or any statutory/regulatory authority, the Company shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Company or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/resolve the same at the earliest and shall provide all necessary documents related to

resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Company regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

- iii. Service Provider further agrees that whenever required by the Company, it will furnish all relevant information, records/data, books/logs, alerts to such auditors and/or inspecting officials of the Company / Reserve CBHFL of India and/or any regulatory authority(ies) and provide access to the business premises to the inspecting officials of the Company. The Company reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g., internal cost breakup etc.).

#### **14) Confidentiality:**

- i. "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software code, contracts, drawings, blueprints, specifications, operating techniques, processes, models, diagrams, data sheets, reports, and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Company and its customers is deemed confidential whether marked confidential or not.
- ii. All information relating to the accounts of the Company's customers/constituents/counterparty(s) shall be confidential information, whether labelled as such or otherwise.
- iii. All information relating to the infrastructure and Applications (including designs



and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

- iv. Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process, or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Company and the Company's per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process, or order of a government authority.
- v. Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- vi. Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- vii. The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
  - a) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
  - b) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
  - c) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
  - d) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

- e) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.
- viii. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- ix. Service Provider shall not, without the Company's prior written consent, make use of any document or information received from the Company except for purposes of performing the Services and obligations under this Agreement.
- x. Any document received from the Company shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of Service Provider's performance under the Agreement.
- xi. Upon expiration or termination of the Agreement, all the Company's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Company's materials which are directly related to any project under the Agreement shall be delivered to the Company or at the Company's written instruction destroyed, and no copies shall be retained Service provider without the Company's written consent.
- xii. The Company reserves its right to recall all the Company's materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of this Agreement or immediately upon expiry or termination of Agreement. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of the Company.
- xiii. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **15) Ownership**

- i. Service Provider agrees that the Company owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made

under this Agreement shall be deemed to be 'work made for hire' under any Indian or any other applicable copyright laws.

- ii. All information processed by Service Provider during Services belongs to the Company. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Company. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

#### **16) Termination:**

- i. The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of 30 (thirty) days, terminate the Agreement in whole or in part:
  - a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Company.
  - b) If Service Provider fails to perform any other obligation(s) under the Agreement.
  - c) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16(i) (a) to 16 (i) (c), the Company shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Company shall have right to initiate action in accordance with above clause.

- ii. The Company, by written notice of not less than 60 (sixty) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Company before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Company's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- iii. In the event the Company terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Company may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to **clause 22** Service Provider shall be liable to the Company for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

- iv. The Company shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
  - a) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
  - b) If Service Provider applies to the Court or passes a resolution for insolvency or voluntary winding up or any other creditor / person files a petition for insolvency or winding up or dissolution of Service Provider.
  - c) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub- contractors, or representatives, in the reasonable opinion of the Company tantamount to fraud or prejudicial to the interest of the Company or its employees.
- v. In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Company all records, documents, data, and information including Confidential Information pertains to or relating to the Company in its possession.
- vi. In the event of termination of the Agreement for material breach, the Company shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- vii. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

#### **17) Dispute Redressal Mechanism:**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment, or breach of this Agreement), shall be settled amicably.
- ii. If the parties are not able to solve them amicably within 30 (thirty) days after

dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Company or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

- iii. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- iv. Service Provider shall continue providing the Services under the Agreement during the arbitration proceedings, unless otherwise directed by the Company or unless the matter is such that the Services cannot possibly be continued until the decision of the arbitrator is obtained.
- v. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

#### **18) Governing law & Jurisdiction:**

- i. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.
- ii. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

#### **19) Severability:**

If any part or any provision of this Agreement is or becomes illegal, invalid, or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

**20) Powers to vary or omit work:**

- i. No alterations, amendments, omissions, additions, suspensions, or variations of the Services (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Company. The Company shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Company, thereof, in writing with reasons for holding such opinion and Company shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Company confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Company as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

**21) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider before Service provider proceeding with the change.**

**Waiver of rights:**

- i. Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power, or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power, or remedy on any other occasion.

## **22)Limitation of Liability:**

- i. The maximum aggregate liability of Service Provider, subject to clause 22(iii), in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total amount payable to the Service Provider in the twelve months period.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential, or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth in Clause 22(i) shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to Clause 12 (infringement of third-party Intellectual Property Right).
  - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider.
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations.
  - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Company, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 22.iii(b)

“Gross Negligence” means “any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.”

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## **23)Force Majeure:**

- i. Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freightembargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond **90 (ninety) days**, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

#### 24) Notices:

- i. Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid).
- ii. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- iii. The addresses for Communications to the Parties are as under.

In the case of the Company	In case of Service Provider
CS Contact Address: [●]	



In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

## 25) General Terms & Conditions:

**TRAINING:** Service Provider shall train CBHFL officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

**PUBLICITY:** Service Provider may make a reference of the services rendered to the Company covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Company.

**SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

**NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Company's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

**SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

**MODIFICATION:** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

**CO-OPERATION IN CASE OF INSOLVENCY OF COMPANY:** The Service Provider shall co-operate with the relevant authorities in case of insolvency / resolution of the Company.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement.

No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by any Party hereto.

The following documents along with all addenda/corrigenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) This Agreement
- b) Annexure(s) of Agreement if any
- c) Purchase Order No. \_\_dated \_\_\_\_\_

**PRIVITY:** Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

**DUE AUTHORISATION:** Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

**COUNTERPART:** This Agreement is executed in duplicate, and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**CBHFL**

By:

Name:

Designation:

Date:

WITNESS: 1.

2.

**Service Provider**

By:

Name:

Designation:

Date:

## **SLA-Annexure-A : Deliverables/Scope Of Work**

**As per Annexure-C “Scope of Work” of this RFP**

## **SLA-Annexure-B : Escalation Matrix**

To be provided by the Service Provider at the time of signing of SLA

### **Other Instructions for submission of BID :**

The documents in connection with the Technical Bid and Commercial BID shall be provided separately in two different envelopes with super scribed with the type of BID (Commercial/Technical).

Further, the above mentioned two envelopes must be placed together inside another larger envelope/cover. The outer envelope/cover containing the Two envelopes must be super scribed with the following information:

**Details of the RFP :** “RFP response for Collection and recovery software solution”

**Name of Bidder:**

**Name of the Authorized Person along with contact details including email Id of the bidding entity.**

Further, the large envelope containing Technical and Commercial Bid should reach to the following address on or before last date of Bid submission i.e. 24th December, 2024 by 17:00 P.M.

**Cent CBHFL Home Finance Limited.**

**6th floor, Central CBHFL of India, Mumbai Main Office Building,**

**MG Road, Fort, Flora Fountain, Hutatma Chowk,  
Mumbai – 400 023.**

**Contact Number: 022-69519323 /9028658694**

If the outer cover of the Bid is not sealed and marked appropriately, CBHFL will assume no responsibility for the bid's misplacement or premature opening. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by CBHFL shall be final, conclusive, and binding on the Bidder.

**Any addendum and corrigendum, if any, will be published only on the website, not in newspapers. So, please keep visiting our website for any updation.**

== End of the Document ==