



REQUEST FOR PROPOSAL

(Customer Service – Outbound Calling & Renewal Collection)

Issue Date: 20th May'2011

Last Date for submission of proposals: 17th June'2011

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INTRODUCTION and SCOPE

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (“Company”) is carrying on life insurance business in India. As part of supporting its operations and processes, the Company is looking to engage service providers for significant part of **Customer Service - Outbound Calling & Renewal Collection** activity for which this RFP is being issued. Based on the outcome of this activity, the Company will potentially pursue similar outsourcing opportunities in other areas.

Minimum eligibility criteria

1. Bidder should be a Company incorporated under the Companies Act. 1956.
2. Bidders must have a valid Service Tax No & PF Establishment Code issued by the PF Commissioner and other applicable licenses and certificates.
3. The Bidder must have experience of satisfactorily running Call centre(s) operations in India for at least three consecutive years, with minimum of 500 operational seats at a single location.
4. The Bidder should have at least 2000 employees in India for call centre operations.
5. The Bidder must have a minimum net worth of INR 20 Crores, unless it is a scheduled commercial bank or a post office. Any of its third party vendors involved directly in undertaking the scope of service in full or partial must have a minimum net worth of 10 Crores for the past 3 financial years consecutively.
6. The Bidder may also be Cash management service provider for banks.
7. The Bidder must be successfully providing call centre services in Indian regional languages besides Hindi and English.
8. The Bidder must have current experience of providing similar services to at least one Insurance Co/Bank. The bidder should not have been blacklisted by Central / State Governments or PSUs and should not be in the currency of any punitive measures against itself on the date of opening the tender.
9. Consortium way of bidding and subcontracting will not be entertained.
10. Bidder must meet the eligibility condition prescribes under IRDA guidelines on outsourcing of services which will be subject to due diligence exercise by the Company.

1.1 Purpose

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for **Customer Service – Outbound Calling & Renewal Collection** as currently contemplated by the Company. Based upon the review and evaluation of proposals offered in response to this RFP, the Company may at its sole discretion negotiate and enter into contracts with one or more successful Bidders.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in the Company's decision to award a contractual relationship. The Company reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. The Company also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

1.2 Request for Proposal Definitions

Throughout this Request for Proposal (RFP), the following definitions are used, unless the context indicates otherwise:

- “Company” means Canara HSBC Oriental Bank of Commerce Life Insurance Company Ltd.
- “Bidder” or “Applicant” means a Company incorporated under the Companies Act 1956, that submits, or intends to submit, a proposal in response to this RFP.
- “Vendor” means the Bidder(s) awarded a Contract resulting from this RFP.
- “Contract” means the agreement formed between The Company and the successful bidder as evidenced by an Agreement issued to the Company.
- “Contract Documents” means the Agreement, the Bidders proposal document, the RFP and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties.
- “Must”, “mandatory” or “required” means an absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation.
- “RFP” means this request for proposal including any amendments, attachments, and/or clarifications pertaining to this RFP that may be issued prior to the closing date.
- “Should”, “may” or “is desirable” means desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

2.0 Terms of the RFP

2.1 Bid Submission

The Bid (attached formats) duly sealed and super scribed “**Bid for Customer Service – Outbound Calling & Renewal Collection**” should be addressed to

Vice President – Procurements
Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited
2nd Floor, Augusta Point
Sector 53, DLF Golf Course Road
Gurgaon -122001

Please note that the Technical and Commercial bid must be put in **separate sealed envelopes** duly marked as **Technical Bid** and **Commercial Bid** respectively. The Company is not responsible for non-receipt of Bids by the specified date and time due to any reason including holidays. All questions / clarifications, if any, regarding this tender should be communicated **only** via email at procurement@canarahsbclife.in.

Last date for receipt of any query is 03rd June’11. Replies/clarifications to the queries

received will be posted on the company's web site. Bids received after the stipulated date/ time or incomplete in any respect are liable to be rejected.

2.2 Proposal Deadlines

The Company must receive duly completed and signed proposals no later than 5:00 PM on 17th June'11.

2.3 The Company's Obligations

The submission and receipt of proposals does not obligate the Company in any way. The Company shall not be liable for any costs incurred by Bidders in the preparation, presentation or any other aspect of the proposals received by reason of this request, nor the Company is obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests. The Company makes no representation, implied or express, that it will accept and approve any proposal submitted. Any and all Contracts which result from this RFP shall be non-exclusive, non-commitment, as-ordered agreements. The Company shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. The Company will also be not responsible for any damages, including damages that result from, but are not limited to negligence. Also the Company will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

2.4 Proposal Evaluation

Proposals submitted may be reviewed and evaluated by any person at the discretion of the Company's internal evaluation team, including non-allied and independent consultants retained by the Company now or in the future for the sole purpose of obtaining evaluations to proposals.

Bidders may be asked to further explain or clarify areas of their proposal in writing during the evaluation process.

Bidders are expected to submit their best bid in response to the RFP. The bids quoted shall be according to the scope of work (Refer Annexure I) in this document.

The only information regarding status of the evaluation of proposals that the team will give to any inquiring Bidder shall be whether or not that Bidder has been awarded a Contract. The Company may, at its sole discretion, inform any inquiring Bidder of the reason(s) why it was not awarded the bid.

The Company reserves the right to conduct a reverse e-auction after the completion of the RFP process, the schedule of which will be intimated later to all the pre-qualified bidders. All Bidders must confirm if they are willing to participate in the reverse auction and if they have necessary digital signatures required for the purpose.

2.5 RFP Terms and Conditions Applied to Final Contract

The terms and conditions of the RFP, including the specifications and the completed proposal, will become part of the final Contract (the "Contract") between the Company and the selected Bidder. In the event that responses to the terms and conditions will materially impair a Bidder's ability to respond to the RFP, Bidder should notify the Company in writing of the impairment. If Bidder fails to object to any condition incorporated herein, it shall mean that Bidder agrees with, and will comply with the conditions set forth herein.

Any exceptions to the terms and conditions or any additions, which Bidder may wish to include in the RFP, should be made in writing and included in the form of an attachment to the applicable Section in the RFP.

2.6 Terms Binding on Bidder

Following the date for submission of proposals, and prior to Contract award, the RFP shall be binding upon Bidder in all respects for a period of 180 days.

2.7 Hold Harmless

In submitting a proposal, Bidder understands that the Company will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection.

The Company reserves the right to award the Contract to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP. In addition, the Company reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. The Company's decision on award of Contract shall be final and binding on all the Bidders.

The Company shall be at liberty to cancel the online RFP / online reverse auction process at any time, before ordering, without assigning any reason.

2.8 Confidentiality Provision

The terms of this RFP, the information provided by the Company herein and all other information provided by Bidder in connection with the services offered to be provided by the Bidder pursuant to this RFP, are to be treated by Bidder as strictly confidential and proprietary. Such materials are to be used solely for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of the Company and upon the written agreement of the intended recipient to treat the same as confidential. The Company may request at any time that any of the Company's material be returned or destroyed.

2.9 Sub -Contracting

The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub-contracting, franchisee, contract to hire, and consultant etc. arrangement done by the Bidder, unless expressly agreed to by the Company. The bidder shall clearly indicate in the technical bid, the sub-contracting arrangements that the bidder proposes to enter into for providing services covered under this RFP. Subject to the regulations permitting, and satisfactory due diligence being completed on the bidder and sub-contractor if any, the Company may permit sub-contracting to the extent the same is expressly mentioned in the Contract.

2.10 Acceptance of Proposals

The Company reserves the right to modify the terms of the RFP at any time at its sole discretion and the same will be uploaded on the website <http://www.canarahsbclife.com>. The bidders have to remain updated and the Company will not be responsible for such information not being downloaded by the bidder. Subsequent to the submission of proposals, presentations and negotiations may be conducted with one or more Bidders, but there will be no obligation to

receive further information, whether written or oral, from any Bidder nor to disclose the nature of any proposal received.

This RFP should not be construed as an agreement to purchase products or services. The Company is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

2.11 Evaluation and Selection

A committee will evaluate proposals against the mandatory/eligibility criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. The Company's decision on evaluation shall be final and binding on all the bidders. Bidders who qualify the evaluation criteria will be considered for commercial evaluation. Commercial bids of only the technically qualified bidders will be opened post technical evaluation. Any deviations from the skill set / experience / prerequisites/ requirements and/or the terms and conditions of the tender Document shall be submitted explicitly along with convincing reasons in the format attached (refer Clause 5.1). The Company reserves all rights to reject or accept any deviation without giving any reason for it.

2.12 Liability for Errors

While the Company has made considerable efforts to ensure an accurate representation of outsourced, the information contained in this RFP is supplied as a guideline for Bidders. The information is not guaranteed or warranted accurate by the Company, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve information in this RFP as per its current understanding of the requirements under various activities to be Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP. In the event the Company finds that the objectives of the intended outsourcing is better achieved by processes/procedures other than those mentioned in this document, the Company shall have the right irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

2.13 Acceptance of Terms

All the terms and conditions of this RFP shall be deemed to be accepted by the Bidder and incorporated in its proposal unless specifically notified otherwise.

2.14 Ownership of Proposals

All documentation, including proposals, submitted to the Company will become the property of the Company.

2.15 Use of Request for Proposal

This document or any portion thereof, is the property of the Company and may not be used or copied for any purpose other than the submission of the Bidder's proposal.

2.16 RFP Schedule

- Company advertises RFP on its website 20th May'2011
- Pre Bid Meeting 27th May'2011
- Bidders' deadline for submitting responses to RFP 17th Jun'2011
- Company informs final selection to bidders TBD

2.17 Delay in performance of the obligations by the Bidder

The Bidder must strictly adhere to the schedule, specified in the agreement to be executed between the Company and the Bidder for performance of the obligations arising out of such an agreement. Draft agreement spelling the condition is attached to this document as Annexure IV.

3.0 Proposal Preparation

This section defines the proposal preparation and submission procedures, which are to be followed by all Bidders. Bidders are cautioned to carefully read and follow the procedures required by this RFP. Please note that deviations may be cause for rejection of your proposal.

3.1 Proposal Format

Bids shall be submitted as prescribed in Para 2.1 above in this document. Bids received after the stipulated time or the due date or incomplete in any respect are liable to be rejected.

- a) Bidder's name and address, Bidder's telephone number, email address and a contact person.
- b) One page letter of introduction identifying the Bidder and signed by the person or persons authorised to sign and bind the Bidder to statements made in the proposal. The returned RFP will be referenced as an attachment if/when a contractual agreement is executed. This document has to be uploaded and mapped with this corresponding schedule.
- c) Please follow the format of this RFP, placing answers in the text box immediately after sections requiring responses. Please do not enter any information into any part of this document other than the boxes provided. The boxes will expand to accommodate responses of any length.
- d) Price for each item to be submitted in separate envelopes.
- e) NO CHANGES TO THE LINES, FORMAT OR STRUCTURE OF ANY SPREADSHEETS IS PERMITTED. CHANGING THE SPREADSHEETS IN ANY WAY, OTHER THAN INSERTING THE REQUIRED INFORMATION, SHALL BE CONSIDERED CAUSE FOR YOUR THE COMPANY'S DISQUALIFICATION FROM FURTHER ANALYSIS AND PARTICIPATION IN THE RFP PROCESS.
- f) Any additional information, brochures, etc., can be provided at the discretion of the Bidder and should be clearly labelled and uploaded.

3.2 Notification of Changes

All recipients of this RFP will be notified of any changes if any made to this document prior to the due date of submission of proposals.

3.3 Changes to Proposed Wording

The Bidder will not be permitted to change the wording of its proposal after submission to the Company. No words or comments will be added to the general conditions or detailed specifications unless requested by the Company for the purposes of clarification.

3.4 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting a proposal to the Company, if any.

3.5 Currency and Taxes

Prices quoted are to be:

- In Indian rupees;
- Exclusive of all taxes.

3.6 Completeness of Proposal

By submission of a proposal, the Bidder warrants that all components required to manage the program have been identified in the proposal or will be provided by the Vendor at no charge.

4.0 Scope

Detailed Scope of Work in respect of the services to be bought as a result of this RFP are attached as per **Annexure I**

4.1 Pricing Model

The prices have to be submitted in sealed envelopes as per the format given in **Annexure II**

4.2 Technical Bid

The bid has to be submitted in sealed envelopes as per the format given in **Annexure III**

4.3 Contract

Sample Contract is attached in **Annexure IV**, subject to finalisation with the shortlisted Bidder at the later stage

5.0 Deviation Sheet

Deviations from Technical Specifications and Terms and Conditions of the Tender

S.No.	RFP Document Clause	Technical Specification or Terms and Condition in the RFP document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems
1				
2				
3				
4				

Note: Deviations from any of the terms and conditions of the tender document should be specified

If any deviations from the technical specifications are warranted, reasons for such variations should be specified and if such deviations/ variations add to improvement of the overall performance of the systems, those should be specifically mentioned and supported by relevant technical documentation as specified above.

ANNEXURE I

Scope

The Company has segregated its outbound call centre activities into two broad categories

1. Welcome Calling

The objective of Welcome Calling is threefold:

- Conduct **on-boarding** of the customer post acquisition and thereby help him with a basic level of understanding of the insurance policy purchased including – product, payment tenure, service avenues etc.
- Conduct **data enrichment** of the customer contact details, which would help the Company to maintain contact with the customer.
- **Confirm policy pack delivery** at the outset giving a positive experience for the customer.

In addition to the above, the Company is actively considering making revisions to the welcome call script/experience to make it more effective and further strengthen customer on-boarding experience. Internal discussions are underway and the Company would keep the vendors apprised on the progress and proposed outcomes. These may include but are not confined to - validation calling, medical queries, customer identification etc. In light of these changes, call structure & timing of the call may undergo changes and impact call metrics.

The Company seeks the following deliverables from all the bidders willing to undertake the said activity

- I. Call for each new policy with a premium of up to Rs 1Lac
- II. The bidder must run the activity as per the scripts provided by the Company for on boarding new policy holder including verification, policy related queries etc
- III. Since welcome calling is crucial for customer on-boarding and contact ability and is a significant part of the Customer Satisfaction (C-SAT) process, the Company would expect the Vendor to strive for maximum contact ability and demonstrate the same. The Company expects no fewer than 5 attempts to be made on 5 different consecutive days at different time intervals to reach the customer to maximize contact ability.

Enclosed below the business generated from June'08 to Mar'11

(Period for year 2008-09 is June '08 to Mar '09, as the Company started its operation in June '08)

Rs. Cr.	2008-09	2009-10	2010-11
Total APE*	305	640	691
Total APE up to Rs 1 Lac	136	296	364

*APE : Annualized Premium Equivalent

	2008-09	2009-10	2010-11
Total NOP*	35561	99598	111292
Total NOP up to Rs 1 Lac	30190	89634	102002

*NOP : Number of Policies

Welcome Calling volumes for business from April 2009 to March 2011 for policies with Annual Premium less than Rs 1 Lac

Quarters	Number of Policies	Average Attempt Per Policy	Call Volumes
Q1 2009-10	9500	2.5	23800
Q2 2009-10	23100	2.5	57700
Q3 2009-10	19500	2.5	48800
Q4 2009-10	28200	2.5	70400
Q1 2010-11	18200	2.5	45500
Q2 2010-11	25900	2.5	64800
Q3 2010-11	22500	2.5	56400
Q4 2010-11	25100	2.5	62600

2. **Collection Calling** - The Company uses several communication channels to remind its policyholders to continue their life insurance policies in order to continuously improve policy renewal premium collections and Customer retention. The current channels of communication are reminder call, SMS, e-mail and physical letter delivery.

The Company has achieved highest Pan India persistency or customer retention ratio in the Life Insurance space and will want to continue on this path. At the same time the Company wants to achieve service excellence on these modes of communication by getting into a relationship with a strong Vendor. Following are the services to be provided by the Vendor:

Renewal Collection Rate for the Company

The following table demonstrates the average Renewal Collection Rate for The Company from July 2010 to December 2010

Collection Rate by No. of policies

Month	1	2	3	4
Average	41%	17%	7%	5%

Collection Rate by Premium

Month	1	2	3	4
Average	39%	27%	8%	4%

S.No	Description of Services
1	Outbound Telecalling activities
2	Collection services supported by FOS (Fleet on Street)
3	Other FOS services like skip tracing
4	Closure of collections related customer queries on the call
5	Handle and resolve FOS queries from the field

These activities have been outlined in detail in the subsequent sections of this Annexure.

For any given month, policies are segmented into three buckets for the purpose of renewal payment collection based upon their proximity to renewal premium due date. Following are these categories:

Due – All the policies lying due for renewal in the current month

Grace – All the policies which were due in previous month but not yet renewed

Lapse – All the policies due in the month prior to previous month but not yet renewed

A typical reminder call for premium collection includes the below scenarios.

Where the customer has received the billing notice

- If the customer confirms receipt, then remind him/her to pay the premium by due date. Educate the customer about various modes and methods of payment.
- In case customer opts for payment through cheque, offer a free cheque pick up from customer's office/residence.

If the customer declines the collection offer, following is to be done:

- Politely ascertain an indicative date of premium collection.
- Inform the customer to take advantage of the cheque collection services by calling the Company's resolution centre if he/she decides to make payment through cheque at a later point

Where the customer reports non-receipt of billing notice

- A polite enquiry to verify the customer's address in the Company's records.
- An assurance of a duplicate billing notice (if requested by the customer). If the customer requests for a duplicate billing notice, forward the request to the Company
- A polite offer to convey the 'billing notice information' on the call.
- Educate the customer about various modes and methods of payment.
- In case customer opts for payment by cheque, offer a free cheque pick up from customer's office/residence.

Where the premium is not received on or before the due date

- A polite enquiry to check whether any premium payment was made by the customer with all necessary details like mode, date etc.
- If customer comments that he/she is yet to pay then extend a polite offer for free cheque pick up from Customer's office/residence.
- If customer comments that he/she has paid earlier, politely ask for details like mode of payment, cheque number etc.
- Ascertain if customer has any unanswered query/unresolved issue which is stopping him/her from making the payment.
- Try to resolve his/her issues and convince him/her to make payment.
- If resolving the issue requires Company's intervention, assure the customer that his/her issues will be resolved soon. Update the call status accordingly in policy level feedback report so that it gets escalated to the Company.
- Call back the customer, if required, on receiving Company's response.

Where the Customer is non contactable

- Attempt to reach out customer through alternate contacts.
- In case the Customer is still not reachable, forward the case to the Company so that the Company provide the necessary details with best of its efforts.
- Else, use FOS (Fleet on Street) to trace the customer.

Role of FOS (Fleet on Street) services

- If the customer requests for cheque pick up, then ascertain the preferred address, date and time and coordinate the collection on the desired date.
- Issue the acknowledgement receipt on receiving cheque.
- Banking of all cheques and providing details of cheque along with Policy numbers to the Company.
- Fleet on Street (FOS) to reach customer's home/office address to physically locate the customer.
- If the customer is traced, collect his/her contact details along with address proof and update the Company.

In all the above mentioned scenarios the vendor has to ascertain if customer has any unanswered query/unresolved issue and subsequently try to solve the issue. If resolution requires Company's involvement then the Company needs to be updated. For some specific cases the Company expects a call transfer from Vendor to the Company for instant resolution.

Please note that this is only an indicative list of activities meant to capture most common cases. It is not exhaustive in nature. Comprehensive list will be provided to Bidder in the further stages of engagement. The Company encourages bidders to come up with their own list of activities that they believe should be done as part of the collections process based on Industry best practices and their own experience in handling similar activities

Renewal Calling Grid

Due Calling Grid		Filters to Inhouse Team		SMS
Type of Call	Time of Call			
			T-18/20	
Renewal Intimation Call 1	T-15	NA	T-7	
Renewal Intimation Call 2	T-2	NA	T	
Grace Calling Grid		Filters to Inhouse Team		
Type of Call	Time of Call			
Renewal Reminder Call 1	T+5	NA	T+10	
Renewal Reminder Call 2	T+15	Distributors Call	T+25	
Lapsed Calling Grid		Filters to Inhouse Team		
Type of Call	Time of Call			
Lapsed Call 1	T+35	Distributors Call	T+40	
Lapsed Call 2	T+45	Distributors Call	T+50	
Lapsed Call 3	T+55	Distributors Call	T+60	
Lapsed Call 4	T+65	Distributors Call	T+70	

T = Date of premium due in respective Due / Grace / Lapse bucket

Filters to in house team = This refers to the timelines when the inhouse calling team will pitch in and make callouts to distributors

The aggregate zone-wise split of the policy base at the Pan-India level would be -

Zone	% of Policies
North	45%
South	29%
East	11%
West	15%

Measures of Success (SLAs)

Following metrics will capture the performance of Vendor based upon which the Company will compute the payment and fees due to the Bidder.

SLA (based upon results)	Description	Metrics
Renewal collection achieved	Measures Vendor performance in terms of % of collections target met across different renewal buckets (Due, Grace, Lapse)	<p><u>For Old Products</u> Due : 65% Due + Grace : 77% Due + Grace +Lapse : 88%</p> <p><u>For New Products</u> Due : 70% Due + Grace : 85% Due + Grace +Lapse : 90%</p>
Timeliness/Accuracy of reports	Measures Vendor adherence to reporting Guidelines	All reports to be timely delivered at 100% accuracy
Cheques pick up TAT & success rate	Measures variance between time/date requested by customer for cheque pick up and time/date on which it is actually collected. Also, it measures the conversion ratio of pick up visits	Within 48 hours the instrument needs to be banked and subsequently informed
Cheques missing post Collection	Measures if any cheques collected by the Vendor from the customer has gone missing	The Company expects 100% cheques to be banked post collection.
Updating contact details of contactable customers	Measures Vendor discipline in verifying/updating contact details of contactable customers	30%
Tracing non-contactable Customers	Measures Vendor performance in tracing currently non-contactable customers	50%
Quality Parameters	Measures Call Quality for both Welcome Calling and Renewal Calling	<p>Average Campaign Level Welcome Calling Scores should be >85% Average Campaign Level Renewal Calling Scores should be >80% Call quality will be monitored by Company's quality team. In addition, calibration calls will be conducted between Company's quality team and Vendor's quality team ensure minimum variance.</p>

***Incentives & Penalties shall be mutually decided with the short listed Bidder at the later stage**

Reporting mechanism

For a given month, telecalling by the Vendor will start on 1st business day of the month though initially its only for the customers falling in grace & lapse periods based upon last month allocation report. (Report description is explained in the table below)

The proposed telecalling grid which would set out the basis for tele-calling itinerary and timelines would be shared subsequently. The Vendor shall also receive Final Achievement MIS that will capture its performance in terms of % of collections target met in value terms in the previous month.

The Vendor will need to send specific performance reports to the Company. Table below lists those reports along with their brief description and periodicity. Selected Bidder on signing contract ensures that threshold values are maintained/ improved upon during delivery of the service. Note that all the reports have to be sent by the end of day on whichever days they are due to be sent.

Reports from Bidder	Brief Description	Frequency
Policy Level Feedback Report	<p>Policy wise status report which captures call status in pre-specified format of all the policies for which calls are made in the day. This report will broadly include the following and is only an indicative list of headers:</p> <ol style="list-style-type: none"> 1. Proposal No. 2. Policy No. 3. Annualized Premium 4. Modal Premium 5. Plan 6. Policy Status 7. Contractual Premium Paid to Date/ Paid to Date 8. Collection Status as on Date 	Daily
Telecaller Productivity MIS	<p>Call status for all the calls made by a telecaller in a day. This report will broadly include the following and is only an indicative list of headers:</p> <ol style="list-style-type: none"> 1. Proposal No. 2. Policy No. 3. Annualized Premium 4. Modal Premium 5. Plan Name 6. Policy Status 7. Call Assigned to 	Daily

	8. Call Status (all attempts) with date and time 9. Disposition (all attempts) 10. Last Call Disposition (with date) 11. Collection Status	
Payment Annexure Details	Details of all the cheques collected in a day. This report will broadly include the following and is only an indicative list of headers: 1. Proposal No. 2. Policy No. 3. Premium Due Date 4. Payor Name 5. Payor Address 6. Appointment Date 7. Appointment Time 8. Activity Type (Cheque, Document or both) 9. Amount to be collected 10. Vendor Name 11. Request Date 12. Request Time 13. Pick Up Date 14. Pick Up Time 15. Instrument Number 16. Instrument Date 17. Instrument Amount 18. Drawee Bank Name	Daily

Mandates

- To successfully set up and assist Outbound Calling & Renewal Collection process to help attain the above objectives and meet the long term Company's vision.
- The Vendor shall run the Outbound Calling & Renewal Collection process for three years with required number of CSAs and required number of managerial/supervisory/technical staff mutually agreed with the Company.
- The Company will form a committee comprising of its own staff for monitoring the working of Outbound Calling & Renewal Collection operations and would analyse the advice given by the selected Bidder for executing various decisions in the implementation of Outbound Calling. The decision of The Company would be final.
- The Vendor will provide the complete infrastructure for running the Outbound Calling & Renewal Collection process including network, manpower, PCs, Network devices, Telephone equipments, cabling etc, maintenance of equipments, subscriptions to software licenses, Anti-virus, ATS etc.
- Operating days and hours: 6 days of a week, 9 hours a day. The timings of various shifts will be implemented with the approval of the Company.
- Location: The Company requires the vendor's DR location to be outside NCR (National Capital Region) on a different Seismic zone, while the primary service delivery location should preferably be in NCR (National Capital Region) or nearby cities.
- Processes and procedures: The Company reserves the right to approve the process and procedure which will be followed at vendor site. However the bidder is free to express the best possible proposals process.
- Multilingual Capability: Apart from Hindi & English language, the Company seeks a comprehensive agent mixture of regional languages including Kannada, Telugu, Tamil, Malayalam, Marathi, Gujarati, Punjabi, Bengali, Assamese etc.
- Agent Quality: Agent quality in terms of training, skill should be at par with Industry standards. Fluency in languages plays an essential part. The bidder must obtain approval towards movement of existing or on boarding of any new agent from the Company before the agent get on board with the process.
- Training: The Company will provide all the necessary training during the transition level and will continue the same in case there is a major change in process, launch of new products etc. However, the Vendor should have an internal training mechanism to train the new resources or existing resources in case of day to day minor changes in the process as agreed with the Company. Every new agent is expected to undergo induction training conducted by the Vendor for a minimum period of 14 working days. Subsequent refresher/recertification trainings will be conducted by the Company under intimation to the vendor.

- Escalation procedures: All process related escalations will be notified to the Company along with Vendor's internal process. The escalation matrix will be discussed at the later stage mutually.
- BCP & Data Security: The Vendor will be responsible for all data back-ups for Application provided by the bidder, providing data security to the information and smooth running of process during DR situation as per the BC Plans.
- The Company will have a say in supervisory span of control maintained by the vendor.

Resource

The Company seeks the following information from the bidder on periodic basis

- Recruitment methodology and documents.
- Overall attrition rate, Domestic business Attrition rate and the Company dedicated process attrition rate.
- Performance review and rewards.
- Monthly staff list with names of New Agents, Resignees, Father's name, DOB, DOJ, Gender, PF A/c no., ESI A/c no. and ESI card, copy of their appointment letter and employee card issued by you, copy of background verification reports, and duly signed code of conduct of all staff working on Company's process.
- Copy of Monthly Pay Register of staff deputed to the Company.
- Copy of Monthly PF compliance - Form 5, 10, 12A and monthly challan.
- Copy of Form 3A and 6A by highlighting the name of staff provided to the Company.
- Copy of Monthly PF and ESI Challans along with list of staff for whom the contribution has been made (list must highlight the names of the staff provided to undertake Company's work).
- Copy of Half yearly and Annual ESI returns.
- Copy of payment of Bonus as per the provisions in the Payment of Bonus Act.
- Copy of Payment of Professional Tax and Labour Welfare Fund (where applicable).
- A quarterly undertaking from vendor confirming compliance to all applicable labour laws.
- Any other information which may be required by the Company from time to time.

Technology

- The Company will extend the Contact Center Solution and required applications (basis Company's internal approvals) with limited access to the Vendor location.
- Network connectivity & equipment between the Company & the Vendor's site will be monitored and configured by the Company.
- The Company will provide basic application support training to the Vendor IT Engineers.
- Selected Bidder will need to provide their IT infrastructure design and architecture.

Agreement on Overall Solution

- The Vendor will provide the connectivity (based on no. of agents) with redundancy to Gurgaon and /or Hyderabad, to access the applications and voice setup. One time & recurring charges will be borne by the Vendor. The connectivity site will be mutually agreed basis the response at the later stage.
- The Company will install the PRI Gateway (Hardware) at vendor locations (Primary & DR). PRIs will be installed & managed by the vendor (based on no. of agents).
- Provide dedicated LAN or VLAN which will not be accessible from other network segments for other business purpose.
- Vendor shall provide a dedicated server for Telephony Communication.

Regulatory and Compliance

- Vendor's location should be registered as OSP with DOT. Copy to be attached while submitting response to the tender.

Network and Hardware Requirements

- Network Requirements
 - ✓ Certified Structured LAN Cabling.
 - ✓ 10/100 Cisco managed Switches.
 - ✓ Based on no. of agents and link bandwidth, the Vendor will provide the Cisco Router & Switches at their end.
 - ✓ Cisco Router 2821 with minimum three Ethernet routing interfaces and Crypto/Ipsec supported IOS.
 - ✓ IP Pool will be used assigned by the Company.
 - ✓ Adequate environment for Network Equipments in Data Center with uptime greater than 99.99%.
 - ✓ Required space & permission to install connectivity & SP equipments.

- Minimum Desktops Hardware Configuration and software requirement.
 - ✓ 2 hex core processors with a minimum of 2.66 GHz, 4 MB Cache, 1333 MHz Bus
 - ✓ Hard Drive - 450X8 GB HDD
 - ✓ Memory - 16 GB RAM/667 MHz expandable up to 24 GB
 - ✓ Drive Controller/disk - SCSI or SAS
 - ✓ CD-ROM and/or DVD
 - ✓ NIC - Four 10/100/1000 MB
 - ✓ RAID 10
 - ✓ Windows Server 2003, Standard or Enterprise Edition SP1/SP2 or Windows Server 2003 Enterprise and Standard R2 SP1 and SP2. 32 BIT only
 - ✓ Win XP professional with SP3
 - ✓ Intel core 2 Duo processor 3.33 GHz 6 MB L2 cache
 - ✓ Memory: 4 GB DDR2 PC2-6400 (800MHz) RAM
 - ✓ Hard disk - minimum 160 GB @ 7200 RPM
 - ✓ Integrated HD Audio
 - ✓ Minimum 2 USB Port
 - ✓ Installed DirectX v 9.0 & above
 - ✓ Colour Monitor / Mouse /Keyboard
 - ✓ Functional 10/100 Mbps network interface card configured for dynamic IP
 - ✓ Appropriate & fully functional MacAfee latest version with regular updates
 - ✓ IE 6.0 SP1
 - ✓ VLC , Flash Player, Lotus 6.5 / Outlook or above. (Lotus preferred)
 - ✓ MS- Office Standard
 - ✓ Win Zip 12.0
 - ✓ Anti Virus with regular updates
 - ✓ Adobe Reader 8.1.2 or 9.0
 - ✓ USB/CD ROM should be disabled
 - ✓ Rename Local System Administrator & Disable all other admin ID's
 - ✓ Add the user in the local machine as a restricted user.
 - ✓ Guest A/c disable
 - ✓ Services needs to be disable: Messaging, Themes, Firewall, Smart Card, Telnet.
 - ✓ Windows server license - 1
 - ✓ 2. VMware license - 1

- USB Headsets for PC based IP soft phones (Plantronics DA 60 or DA 40 or DSP) as per no. of agents.

Information Security Requirements:

Following controls shall need to be deployed by the Vendor from Information Security standpoint

- Bidder must have an Information Security Management System (ISMS) deployed within its organization as per the ISO 27001 standard. Vendor should have attained ISO 27001 certification.
- Bidder must have undergone regular security reviews and the last report from such review must be shared with the Company on a regular basis as and when such reviews are done.

All desktops/ PCs/ Laptops assigned to Vendor,s staff must adhere to the Company's requirements. Given below an indicative list of controls

- Web cam disabled
- USB, CD Read Write disabled
- No local admin rights given to the users
- Prohibit printer & scanner access
- Enforce Password History – 5 passwords
- Maximum Password Age – 30 days
- Minimum Password Age – 0 days
- Minimum Password length – 8 characters
- Password must meet complexity requirements – Enabled
- Account Lockout Duration – 99999 minutes
- Account lockout threshold - 5 invalid logon attempts
- Reset account lockout counter after – 1 minutes
- Enforce user logon restrictions – Enabled
- Maximum tolerance for computer clock synchronization – 5 minutes
- Audit account logon events – Success, Failure
- Audit account management – Success, Failure
- Audit directory service access – Success, Failure
- Audit Logon events – Success, Failure
- Audit object access – Success, Failure
- Audit Policy Change- Success, Failure
- Audit Privilege use – Success, Failure
- Audit system events - Success, Failure
- Agents should not be given any E-mail, printing access. Only supervisors should have the same basis business requirement and respective approval from the Company.
- Internet access should be provides as per business requirements.
- Timely OS updates as per Microsoft recommendation.
- No unauthorized IT equipments (personal removable media) should be allowed in the Company's designated area.
- All e-mail communications containing customer information between the Vendor and the Company must be encrypted using Company's approved encryption technologies.
- All mobile phones & laptops including camera phones shall not be allowed on the process floor.
- All access rights for the Vendor's staff must be documented and the access provided should be strictly in line with these access definitions. These definitions will be approved by the Company and reviewed by the vendor (from system reports) on a half yearly basis and the Vendor must, as a part of the compliance sign off/ checklist, provide an assurance to the Company regarding compliance towards this key control. The Company would, as a part of the regular reviews/ site audits and audits carry out assessment of effectiveness of these controls. Any change in the level of access for a particular role shall be notified and subsequently approved by the Company.
- Audit trails shall be monitored and maintained by the Vendor for access to all systems dedicated for the Company, at least for the last 3 months. A monthly report needs to be shared with the Company.

- The Vendor must have a proper employee entry/ exit procedures and system rights must be revoked immediately upon last working day of the employee or movement of the employee to a different role or department.
- Remote working shall not be allowed for Vendor's staff working on the Company's processes.
- All system audit logs should be protected from unauthorized access or modification
- Monthly monitoring reports of firewall needs be shared with the Company and any changes to the firewall / network devices related to the Company must be done only after taking designate approval from the Company.
- The Bidder must have procedures deployed for information labelling, handling and destruction. The Company at a later stage will share the requirements pertaining to document classification & labelling which the selected Bidder must adhere to at all the times.
- The Vendor must follow controlled stationery concept for the Company defined work whereby the vendor staff working on the Company work shall be given controlled stationery for working on Company's data (if required) and the same stationery must not be allowed to be taken outside the vendor premises.
- The Vendor shall provide adequate number of shredders for destruction of sensitive/ restricted/ highly restricted information and the controlled stationery.
- The Company reserves the right to audit networks and systems on a periodic (or adhoc) basis to ensure compliance with its policy.
- Non-compliance may result in disciplinary and / or legal action.
- Video cameras must be installed at critical areas like entry, exit, access control rooms etc
- The premise should be guarded 24/7.
- There should be a central guard station/ reception to approve visitors to prevent unauthorized access.
- The Vendor must have fire suppression systems in the building and in the data center/ server room.

Infra & Support Requirements

- Dedicated work area for agents working on Company's processes which should be access controlled
- Required Network and desktop technical engineer support as per defined working hours.
- The Vendor should provide LAN, WAN, End user desktop and application support.
- The Vendor should provide DR locations details & operating model.
- The Vendor to submit the escalation matrix followed for reported IT problem.
- The Vendor should provide response in 30 Min and resolution in 5Hrs for reported issues.
- The Vendor to share technical support team ratio v/s total no of users.

Business continuity related requirements

At minimum business continuity requirements include the following:

- Vendor must have effective crisis management, business continuity & IT disaster recovery framework as per BS25999 Standard.

- Vendor should provide continuity of services to Company's operations in all of the scenarios listed below
 - a. Loss of access to a site e.g. riots, curfew, blockades, terrorist attacks, etc.
 - b. Loss of systems (include loss of applications, database, Network, telecom, utilities services like power etc.).
 - c. Loss of people (mass absenteeism, pandemic, workforce disruption etc.)
 - d. Any disruption to services due to natural disasters like earthquake, flood, fire extreme whether etc.
 - e. Loss of vendor services (service providers deployed by the vendor).
- The Recovery Time Objective (RTO) for all the above scenarios would be under 24 Hours and services should resume within this time frame.
- The alternate site (site from where the impacted process shall be recovered during crisis) should be in a different seismic zone from the primary centre of operation.
- In case resources at the disaster recovery site are shared with other clients, the vendor should ensure that proper information security measures are in place to control access and prevent misuse of data.
- Vendor shall maintain a „no comment' policy unless instructed otherwise by the Company for any media queries regarding the incident impacting vendor site or services hosting Company's processes.
- Vendor must ensure training of respective staff on disaster recovery procedures and implementing a process to obtain immediate access to such procedures in a disaster situation.
- The vendor would appoint a Single Point of Contact (SPOC) who would inform the Company within 15 minutes of occurrence of crisis event and recovery steps taken by the Vendor.
- Similar levels of controls and operating environment to be made available at the disaster recovery site (alternate site) from where the operations would be recovered during crisis.
- Vendor must ensure that there is no Single Point of Failure (SPOF) for any of the critical IT & utilities infrastructure which could cause business disruption.
- Following the closure of the business disrupting event, vendor must update the Company regarding the root cause and the corrective actions to reduce recurrence of such events.

Vendor will be required to provide relevant business continuity, disaster recovery and other crisis management plans to the Company within 15 days of signing the Letter of Intent. Company would retain all approval rights to these plans developed by the vendor

ANNEXURE II

Pricing Structure

The Company encourages the Bidders to propose performance / outcome based pricing model for the said services. The pricing grid submitted by the Bidder should include all assumptions, rate in detail.

Basis the set of services in the scope of this RFP, the Company seeks pricing for Welcome Calling, Renewal collection

Welcome Calling

For welcome calling, bidders are required to submit price based on following pricing models basis which the Company will decide the best suitable model

- Price Per successful welcome call*
- Price per productive minute**
- Price per FTE***

***Successful Welcome Call**

- *A call is defined successful if all the desired scope of welcome calling activity is undertake.*
- *Merely contacting the customer but not fully delivering the scope of welcome calling will not be counted a successful call. (e.g., where a customer is contactable but wishes not to take the call at that time.*
- *However, if the customer refuses to listen then it will be termed a successful welcome call.*
- *If a customer authorizes a representative (relationship of this representative with the policy holder should be in accordance with the pre approved list of relationships as stipulated by the Company) to take all communication / call on his/ her behalf, then the call executed will be termed as completed. Authorisation must be taken over phone. The agent must capture the relationship of the person to whom the information is being given.*
- *Where customer contact is right but customer is not reachable due to any reasons, the call will not be termed as successful.*

****Productive minute**

- *Time taken to execute and document successful welcome calls*

****Price per FTE**

- *Price per FTE should be provided with all cost, overheads spilt between ground staff and supervisory control separately*

Renewal Calling

Fee for Renewal Premium Collection will be paid based on a tiered payout structure. The tiers will be based on % of collection target met in terms of value by the Vendor. There will be a different grid for each of the three buckets – Due, Grace and Lapse.

% of Collection made from Total Due Bucket	Per Policy Renewal Payout (in Rs)
Up to 64.99%	XX
65% - 69.99%	XX
70% - 74.99%	XX
70% - 74.99%	XX
75% - 79.99%	XX
80% - 84.99%	XX
85% - 89.99%	XX
90% and above	XX

% of Collection made from Total Grace Bucket	Per Policy Renewal Payout (in Rs)
Up to 49.99%	XX
50% - 54.99%	XX
55% - 59.99%	XX
60% - 64.99%	XX
65% - 69.99%	XX
70% - 74.99%	XX
75% - 79.99%	XX
80% and above	XX

% of Collection made from Total Lapse Bucket	Per Policy Renewal Payout (in Rs)
Up to 39.99%	XX
40% - 44.99%	XX
45% - 49.99%	XX
50% - 54.99%	XX
55% - 59.99%	XX
60% - 64.99%	XX
65% - 69.99%	XX
70% and above	XX

Please note

- *The tiered pricing proposed by the Bidder should be in such a manner that it creates higher payout and incentive towards renewal collection in Due period followed by payout in Grace period and subsequently the least payout in Lapse period*
- *% of collection will be calculated basis the total amount collected and subsequently the payment will be made basis the number of policies retained as per above grids*
- *In your proposal, the left hand side column of all the proposed grids should remain the same as mentioned in the above grids. The final structure of the grid will be decided mutually by both the parties at later stage.*

Bidders are also requested to submit cost break-up and assumptions in arriving at the quoted price.

Price (fixed for term) under each model is required for 3 year term contract. Price quoted should be inclusive of all the costs as per the list below (list is inclusive and not exhaustive):

1. Start up/ Setting up cost
2. Transition cost
3. On boarding, Training, and Attrition cost
4. Infrastructure cost (including IT and facilities)
5. Ongoing maintenance cost
6. Manpower cost
7. Business Continuity set up cost

Any cost which is pass-through and not included in the quoted price should be explicitly mentioned.

The Company also encourages bidders to propose a gain sharing / performance based pricing model for the services mentioned in the RFP and explain the assumptions involved to calculate the rate for any and every model they present.

The Company will also support penalty and incentive structure (e.g, for meeting SLAs, SI conversion, mode change) to encourage higher efficiencies, discipline and commitment from both sides towards common objective. The structure for the same will be discussed and mutually agreed at a later stage. The Company does not offer any minimum guarantee volume of transaction at RFP stage and volumes will be discussed with the short-listed bidders at a later stage.

ANNEXURE III

Technical Bid Template

1. The company Name (including Holding the company or Parent the company (if any))
2. Date of Incorporation and years in Business.
3. The company's Head Office/Registered Office and addresses with contact person, phone / mail id etc.
4. Please provide details of ownership: private/public; ultimate parent; major shareholders. Any significant changes in ownership in the last three years? Names of Directors indicating full time or part time or independent, Names of Promoters etc.
5. Management Structure.
6. The company strategy and mission statement.
7. Current and planned operational locations.
8. Number of years of experience in Domestic call centre operations.
9. Where you believe you have a competitive advantage over your competitors. Provide examples of the service areas where you have domain expertise which differentiates you from other service providers like Employee by function, Domain Experts, Tech staff, Indian Clients references (Provide Company's address and telephone number and the name and designation of the person), etc.
10. Please provide overall headcount and revenue of your Company for the last three years and include the copies of Income statement, Balance Sheet in support of it.
11. What % of your company's revenue is from Insurance sector?
12. What % of your company's revenue is from domestic market?
13. How many domestic Insurance companies is your company currently serving?
 - a. How many of those are in Life Insurance space?
 - b. What services are you offering them?
14. If your company is currently providing BPO services to any domestic Life Insurance company, describe the services and solutions in place by way of examples (not more than 3).
15. Please provide a detailed structure and operating model of your FOS (Fleet on Street) service along with an overview of your experience in providing calling and premium collection and retention services supported by FOS (Fleet on Street).
16. Briefly describe by way of example how you have addressed customer data security and business continuity as part of similar service delivery for another Financial service Company including various business continuity strategies in place for such clients?
17. Please describe how you address the different language requirement for the outbound policy renewal collection service.
18. What are your typical operational performance measures and how are these measured or monitored.
19. Has your company won any awards for its domestic operations over the past 3 years?
20. Please provide samples and explanations of reports you typically provide to organizations for which you service calls. Please include all levels of reporting.
21. Any pending or past litigation (within three years)? If yes, please give details: Also mention the details of claims and complaints received in the last three years.
22. In case your organization is approved for providing tendered Services, how much time you would need to start the services.
23. Explain how your technology architecture will support in the scope of this RFP.

24. Customer Satisfaction Surveys (Describe the process, results).
25. Special recognition / awards collected (Brief).
26. Resource Strategy (What is your HR strategy in terms of placing resources, Average experience, Overall Attrition rate and domestic operations attrition rate, etc).
27. Provide list of holidays.
28. Are you flexible to provide services on Sundays.

Documents required

- 1 Technical Bid in the given format
2. Supporting documents in respect of minimum qualification/eligibility criteria
3. Bidder's information as per format given and Other Information as per format given
4. Acceptance of the terms and conditions and compliance of the terms mentioned
5. Any other documents indicating the features of services offered.
6. Last three years balance sheet with profit & loss account statements
7. Copies of Memorandum & Article of Association and Certificate of Incorporation.
8. Client References/Testimonials
9. Proposed Architecture
10. Specification of Technology and Software suggested to be used
11. Indicative business model
12. Global Best Practices used for running call centre.
13. Global Best Practices used
14. Satisfactory performance certificate from at least two of their clients
15. Latest SAS 70 report (if any)

ANNEXURE IV

CONTRACT

FOR

CUSTOMER SERVICE – OUTBOUND CALLING & RENEWAL COLLECTION

BETWEEN

CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE COMPANY LIMITED

AND

_____ (“Service Provider”)

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This Contract is made on _____ between Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, (hereinafter called COMPANY) having its Registered Office at 112, J.C. Road, Bangalore and Corporate Office at 2nd Floor, Augusta Point, Golf Course Road, Sector-53, Gurgaon- 122 001, India on the one part

And

_____ (hereinafter called Service Provider) having its Registered Office at _____ on the other part.

THE PARTIES HERETO AGREE AS FOLLOWS:-

COMPANY agrees to obtain Customer Service – Outbound Calling & Renewal Collection Services, and the Service Provider agrees to provide such Services, subject to and in accordance with the terms and conditions attached hereto, which shall form an integral part of this Contract.

THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK

PART 1 - INTRODUCTION

1. Entire Agreement

1.1 Save as expressly provided otherwise herein or agreed in writing by the Parties, these Terms and Conditions together with the signature page and Schedules attached hereto (collectively, “this Contract”), constitute the entire agreement and understanding between the Parties relating to the subject matter hereof and supersede all previous agreements between the Parties relating to that subject matter. Each Party acknowledges that, in agreeing to enter into this Contract, it has not relied on any representation, warranty or other assurance except those as referred to or set out in this Contract.

2. Definitions

In this Contract, unless the context otherwise requires:-

“Charges” means the charges payable for the Services;

“Commencement Date” means the date from which this contract comes into force, specified as such in SCHEDULE 1 – Contract Details;

“Contract” has the meaning set out in Clause 1;

“Customer” means a customer of COMPANY and shall include an individual, company, partnership, firm, society, trust or entity and for the purposes of this Contract includes a director, officer or employee of COMPANY;

“Force Majeure” means a circumstance beyond the reasonable control of a Party which renders the performance of an undertaking or an obligation under this Contract impossible or so impracticable as reasonably to be considered impossible. Such circumstances shall include but not be limited to:-

- (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, typhoons, rainstorms, tempests, mud slides, landslides, washaways, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotions, strikes (other than those involving the Service Provider’s employees, agents or sub-contractors), malicious damage, sabotage, revolution, political coups, Governmental intervention (including new laws, regulations or directives); or
- (c) third party (excluding the Service Provider’s agents or sub-contractors, other than when such delay, stoppage or non-performance is due to Force Majeure) delay, stoppage or non-performance, disturbances in the supply of electrical power or breakdown in public telecommunications equipment or lines;

“COMPANY Contract Manager” means the COMPANY representative nominated as such in SCHEDULE 1 – Contract Details;

“Initial Term” means the initial term for this Contract of _____ after the Service Commencement Date;

“Intellectual Property Rights” includes copyright, trademark, design, know-how, trade secrets, patent, service mark, semiconductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing (whether or not registered) anywhere, whether created before on or after the date of this Contract;

“Key Personnel” means the personnel specified in SCHEDULE 1 – Contract Details as personnel required by the Service Provider to provide the Services or part of the work constituting the Services under this Contract;

“Management Committee” means the committee described in Clause 22.4 to 22.7;

“Normal Working Day”, means a day in India when COMPANY is open for business other than A Sunday or a day that is a statutory or public holiday for COMPANY's Corporate Office;

“Party” means the Service Provider or COMPANY as the context dictates;

“Representative” means the Service Provider's account manager under this Contract nominated in SCHEDULE 1 – Contract Details;

“Services” means the services to be provided by the Service Provider under this Contract, as specified in SCHEDULE 2 – Description of Services;

“Service Commencement Date” means the date specified as such in SCHEDULE 1 – Contract Details or on a date mutually agreed between the Parties;

“Service Level” means any of the service levels for the Services as specified in SCHEDULE 2 – Service Levels;

“Service Provider” means the Party so identified on the signature page of this Contract;

“Term of this Contract” means the period from the Commencement Date to the expiry or the effective date of termination (as the case may be) of this Contract;

“Transition Out Plan” means a comprehensive transition out and contingency plan as referred to in Clause 10.2.

2.2 In this Contract, unless the context otherwise requires, any reference to:-

- (a) this Contract or any other agreement or document shall be construed as a reference to this Contract or such other agreement or document as may be amended or supplemented from time to time by agreement between the relevant parties;

- (b) a “clause”, “subclause” or “Schedule” shall be construed as a reference to a clause or subclause of or a Schedule to this Contract;
- (c) “Party”, “Parties”, “COMPANY” or “Service Provider” shall include a reference to such person’s successors and permitted assigns and transferees; and
- (d) any statute or statutory provision or regulation shall be construed as a reference to such statute or statutory provision or regulation as amended, replaced or re-enacted from time to time and shall include any subordinate legislation made under the relevant statute.

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PART 2 – THE SERVICES

3. Terms of Contract

- 3.1 Subject to subclause 3.3 and at the option of COMPANY, this Contract may be extended subsequent to the Initial Term for such terms and on such conditions and rates as the parties may mutually agree.
- 3.2 COMPANY shall by written notification advise the Service Provider no less than three (3) months prior to the expiry of the Initial Term if it seeks to extend this contract for the Extension Term pursuant to this Contract.
- 3.3 COMPANY may add to or reduce the scope of the Services from time to time, by giving at least 10 days notice to the Service Provider. Any such changes made by COMPANY in the scope of Services, shall take effect from the date notified in such notice issued by the Company and shall be deemed to form part of the Agreement. Any variation in charges and fees on account of any change in scope, shall be discussed and mutually agreed between the parties.
- 3.4 COMPANY may require the Service Provider to provide the Services from alternative or additional location (s) in the same or different cities/towns in India, by giving at least 30 days notice to the Service Provider. Any such changes made by COMPANY in the location(s) of Services, shall take effect from the date notified in such notice issued by the Company and shall be deemed to form part of the Agreement. Any variation in charges and fees on account of any change in location(s), shall be discussed and mutually agreed between the parties.

4. Charges for Services

- 4.1 The Charges payable by COMPANY for the Services during the Term of this Contract shall be as specified in SCHEDULE 3 – Charges and Payment Particulars.

5. Commencement of Services

- 5.1 The Services shall commence on, and COMPANY shall become liable to pay the Charges for the Services from, the Service Commencement Date and shall continue until the end of this Contract.

6. Provision of Services

- 6.1 The Service Provider shall provide and deliver the Services subject to the Service Levels set out in SCHEDULE 2 – Description of Services to COMPANY in accordance with the terms and conditions of this Contract.
- 6.2 The Services shall from the Service Commencement Date meet or exceed the Service Levels set out in SCHEDULE 2.
- 6.3 Without prejudice to subclause 6.2, the Services shall at all times comply with all the requirements set out in this Contract or as may be otherwise specified or agreed by the Parties in writing from time to time.

- 6.4 The Service Provider acknowledges that actual Service Levels or Service Level measures may be varied during the Term of this Contract in response to changes in technology, processing, business requirements or inadequacies in the current measures.
- 6.5 All processing services provided under this Contract shall be performed by the Service Provider from within such location and premises as approved by COMPANY unless otherwise agreed in writing by COMPANY.

7. Warranties by Service Provider

- 7.1 The Service Provider shall take all reasonable action to efficiently use all available resources designated and relevant to this Contract and shall take such other steps as are required to ensure the Services are provided efficiently and in a reasonably timely manner including, but not limited to:-
- (a) exercising all reasonable care, skill and diligence in the performance of its obligations under this Contract;
 - (b) co-operating with and acting in good faith towards COMPANY negotiating variations to the Service Levels and this Contract generally as and when reasonably required;
 - (c) monitoring the adequacy and suitability of the Service Levels, such monitoring to include COMPANY satisfaction surveys and other performance indicator mechanisms and service measurements; and
 - (d) advising and assisting COMPANY in the analysis of results obtained from service measurement and performance indicator mechanisms.

8. Non-Exclusivity of Services

- 8.1 Subject to compliance in all respects with its obligations under this Contract, the Service Provider may perform similar services for others.
- 8.2 COMPANY may at any time acquire a solution from an alternative third party service provider which overlaps in whole or in part with the Services, in which case the terms of this Contract shall be varied if required in accordance with Clause 18 or terminated in accordance with Clause 35.
- 8.3 In the event COMPANY acquires a solution from an alternative source pursuant to subclause 8.2, the Service Provider shall ensure that all reasonable and necessary facilities, information and assistance and co-operation are provided to COMPANY and its nominated third party source provider.

9. Statutory Compliances in respect of employees

The Service Provider shall at all times be liable to ensure statutory compliances including

those under applicable labour law enactments in respect of persons employed/engaged by it for performance of its obligations under this Agreement, and shall keep the Company indemnified at all times on account of any breach, violation or noncompliance on part of the Service Provider in regard to such compliances. It is expressly agreed that the personnel deployed by the Service Provider for performance of the Services under this Agreement shall not under any circumstances be deemed to be employees of the Company, and the Service Provider shall ensure at all times that no claims of employment or benefits are made by such persons on the Company. The Service Provider also agrees to fully indemnify the Company against any and all costs, damages that the Company may have to incur in the event such a claim is made on the Company

10. Services Transfer Assistance

- 10.1 Upon the expiry or termination of this Contract, the Service Provider shall if requested by COMPANY provide all reasonable and necessary assistance to COMPANY in the orderly transfer of the Services, functions and operations provided under this Contract to another service provider or to COMPANY itself.
- 10.2 The Service Provider shall, within three (3) months after the Service Commencement Date, develop to COMPANY's satisfaction a comprehensive Transition Out Plan to ensure that the provisions of subclause 10.1 will be satisfied upon expiry or termination of this Contract and the Transition Out Plan so developed shall be appended in SCHEDULE 5 – Transition Out Plan and shall be subject to annual review by the Parties, pursuant to which the Service Provider shall implement any reasonable variations required by COMPANY.

11. Services Provided During Transition Out Plan

- 11.1 The assistance to be rendered by the Service Provider as referred to in subclause 10.1 shall include, but shall not be limited to, the provision to COMPANY (including another service provider) and its agents, contractors and consultants, as necessary, services that would enable a smooth transition of the processing activities, so that such activities continue during the transition period and thereafter without any disruption.

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PART 3 – GENERAL PROVISIONS

12. Confidentiality and Security

- 12.1 While providing the Services under this Agreement, the Service Provider may have access to confidential or proprietary information of COMPANY and its related business entities (the "Confidential Information"). The Service Provider acknowledges the proprietary and sensitive nature of the Confidential Information, and the importance of maintaining the secrecy and confidentiality of the Confidential Information. The Confidential Information includes but is not limited to (i) proprietary and confidential matters concerning COMPANY's security arrangements, financial information, technical data, drawings and any information relating to the pricing, methods, processes, lists, research development or related information to which the Service Provider has gained access in connection with this Agreement; (ii) information from time to time in the possession or custody of COMPANY belonging to its customers or other users of services from time to time provided by COMPANY, including without limitation the names of customers and the nature of their accounts; and (iii) information from time to time in the possession or custody of COMPANY belonging to its vendors or other suppliers of services from time to time provided to COMPANY. The Service Provider agrees that it shall not, without the prior written consent of COMPANY, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is required by law.
- 12.2 COMPANY acknowledges that the Service Provider's personnel namely: employees, agents and/or subcontractors will be directly engaged in the performance of the Service Provider's obligations under this Contract and therefore will from time to time during the Term of this Contract become aware of or have access to COMPANY's Confidential Information. The Service Provider shall procure all its employees, representatives, agents and subcontractors to observe and prevent disclosure of information that will cause COMPANY to violate its duty under law to its customers to keep their affairs confidential.
- 12.3 The Service Provider shall have in place effective procedures and guidelines to ensure that such personnel are bound (for example, through an employment or agency contract or sub-contract with the Service Provider) by similar undertakings as the Service Provider's as set out in SCHEDULE 4 – Non-Disclosure Undertakings, which the Service Provider hereby agrees to comply with. This clause does not apply to any information or document, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach thereof).
- 12.4 All Confidential Information, documents and records of transactions, including without limitation copies of income and financial statements shall remain the sole and exclusive property of COMPANY and the Service Provider shall while the same is in its possession hold the same on trust for COMPANY and shall deliver the same forthwith upon request. Confidential Information shall not be used by the Service Provider for any other purpose

than to provide the Services, and shall not be disclosed to any third party, except as provided in clause 12. The access to the employees, representatives, agents and subcontractors of the Service Provider to the Information shall be limited to those who strictly need to have the Confidential Information in order to perform necessary functions and any Information disclosed by COMPANY can only be used for the purpose they were disclosed and further disclosure of the Confidential Information to any other party shall be prohibited unless with COMPANY's prior written approval. The Service Provider shall notify COMPANY immediately of any loss or unauthorized disclosure or use of the Confidential Information that comes to its attention.

- 12.5 Without prejudice to the details above, the Service Provider shall ensure that adequate security measures and precautions will at all times be in place during its possession or use of the Confidential Information to protect the Confidential Information. The Service Provider shall ensure that the Confidential Information will not be disclosed, processed, deleted, altered, used or otherwise tampered with in an unauthorised or accidental manner, in accordance with the security measures.
- 12.6 The Service Provider shall ensure that the Confidential Information of COMPANY shall be segregated from data belonging to other parties including the Service Provider and clearly identified as belonging to COMPANY. The Service Provider shall take technical, personnel and organisational measures in order to maintain the confidentiality of Confidential Information belonging to COMPANY between the Service Provider's own Confidential Information and that of third parties, if any, for which the Service Provider has custody of. In particular, the Service Provider shall ensure the following in respect of personnel deployed by it for providing the Services:
- (i) are not deployed for executing services for any other company/entity, while they are providing the Services under this Agreement
 - (ii) forthwith intimate the COMPANY Contract Manager in case any such personnel had indicated whether orally or in writing his/her intention to leave the services of the Service Provider
 - (iii) sanction leaves exceeding 5 working days for any such personnel, with the prior approval of the COMPANY Contract Manager
 - (iv) report forthwith to the COMPANY Contract Manager if the Service Provider is initiating or contemplates initiating any proceeding or action whether disciplinary or otherwise against any such personnel
- 12.7 The parties agree that any unauthorised use or disclosure of Confidential Information by the Service Provider may cause immediate and irreparable harm to COMPANY for which money damages may not constitute an adequate remedy. In such event, the parties agree that COMPANY may seek injunctive relief as appropriate.
- 12.8 Upon the termination or expiry of this Contract, the Service Provider shall on demand as soon as reasonably practicable:-
- (a) re-deliver to COMPANY (or destroy where COMPANY provides written consent) all copies of COMPANY's Confidential Information held by it or which is under its control;

- (b) destroy all notes, calculations or summaries or other material which contains or is derived or produced partly or wholly from any of COMPANY's Confidential Information and any electronically held records derived or produced partly or wholly from any of COMPANY's Confidential Information; and
- (c) provide to COMPANY, if required, a statutory declaration from a duly authorised officer that such records have been delivered or destroyed.

12.9 This clause shall survive the expiry or termination (as the case may be) of this Contract.

12.10 The Service Provider agrees that it will comply with all of COMPANY's standard physical security procedures and practices in place at locations where the Service Provider and its employees, representatives, subcontractors and agents are performing work. While working on COMPANY's premises, the Service Provider and its employees, representatives, subcontractors and agents shall observe the working hours and policies, security measures and holiday schedules of COMPANY.

12.11 In order to ensure compliance by the Service Provider of this Clause 12, COMPANY shall review and monitor the security practices and control processes of the Service Provider on a regular basis. COMPANY may by itself or require the Service Provider to commission or obtain periodic expert reports on security adequacy and compliance in respect of the operations of the Service Provider, and the Service Provider shall be required to notify the COMPANY of any security breaches as soon as it becomes aware of the same.

12.12 Any breach or potential breach of the provisions of this clause 12 shall be immediately notified in writing by the Service Provider to COMPANY.

12.13 The Service Provider hereby indemnifies, defends and holds COMPANY and its respective shareholders, officers, directors, employees and agents harmless from and against any and all claims, penalties, damages, costs, judgments, settlements, attorney's fees (on a full indemnity basis) and disbursements, or other expenses of any nature whatsoever payable, paid or incurred in connection with any claims by any third party arising from or in connection with any breach of any provision in this clause 12 or by the Service Provider.

12.14 A breach of this Clause 12 shall be regarded as a material breach for the purposes of subclause 32.3(a).

13. Conditions as to Disclosure by Service Provider

13.1 It is a condition of this Contract that the Service Provider under this Contract has disclosed in writing to COMPANY prior to the Commencement Date of this Contract the following:-

- (a) any litigation, proceedings, including arbitration of whatsoever nature, actual or threatened, against the Service Provider;

- (b) the existence of any breach or default or alleged breach or default of any agreement, judgment, court order, court declaration or award binding upon the Service Provider; and
- (c) matters relating to the commercial, technical or financial capacity of the Service Provider or of any sub-contractor proposed to be engaged by the Service Provider in respect of providing the Services under this Contract;

being matters materially affecting the Service Provider's ability to perform any of its obligations under this Contract, and the Service Provider shall promptly notify and fully disclose to the COMPANY in writing of any event or occurrence actual or threatened during the Term of this Contract which would materially affect the Service Provider's ability to perform any of its obligations under this Contract.

- 13.2 A breach of this Clause 13 shall be regarded as a material breach for the purposes of subclause 32.3(a).

14. Severability

- 14.1 If any provision or term of this Contract shall become or be declared, illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from this Contract and shall be deemed to be deleted from this Contract without affecting the other provisions of this Contract.

15. Quality Compliance and Monitoring

- 15.1 The Service Provider shall operate and maintain at all times for the Term of this Contract a quality system conforming to the quality system standard agreed between the Parties herein. The Company shall do continuous monitoring and assessment of the Service Provider so that any necessary corrective measures can be taken immediately.
- 15.2 For the purpose of subclause 15.1, the appropriate quality system standards shall be the ISO quality system standards or such other quality systems standards as agreed between the Company and the Service Provider) applicable to the Services and the components of the System for their design, manufacture, supply, delivery and maintenance as appropriate.
- 15.3 A breach of this clause 14 shall be regarded as a material breach for the purposes of subclause 32.3(a).

16. Assignment and Novation

- 16.1 The Service Provider shall not novate, assign and/or transfer any of its benefits and obligations under this Contract without the prior written consent of COMPANY and COMPANY is not obliged to give consent or to justify the withholding of consent.

- 16.2 COMPANY shall be entitled to assign all or any of its rights and/or obligations under this Contract to any group company of COMPANY, or with the prior written consent of the Service Provider, to any third party.
- 16.3 In addition, COMPANY shall be entitled to appoint any of its group companies (whether in India or elsewhere) as its agent or service provider to perform any or all of COMPANY's obligations under this Agreement provided that COMPANY shall remain liable for the acts and omissions of such agent or service provider in performing such obligations.
- 16.4 COMPANY shall be entitled to disclose such information in connection with the Service Provider and/or this Agreement as it may consider reasonably necessary to a potential assignee and/or any such agent or service provider but will ensure that they comply with the terms of Clause 12.

17. Waiver

- 17.1 No waiver by either Party of any provisions of this Contract will amount to a continuing waiver or a waiver of any other provision of this Contract unless made in writing and signed by the Party against whom the waiver would have been enforced.

18. Variation of this Contract

- 18.1 The provisions of this Contract shall not be varied except by agreement in writing signed by the Service Provider and COMPANY.

19. Payment for Services

- 19.1 The Service Provider will invoice COMPANY for the Charges at the rates specified in Schedule 3 on a monthly basis in arrears for the services rendered.
- 19.2 An invoice is correctly rendered if:-
- (a) the amount claimed in the invoice is due for payment and correctly calculated in accordance with this Contract; and
 - (b) the invoice is set out in a manner and accompanied by documentation that enables COMPANY to ascertain and check that the amount specified in the invoice is calculated in accordance with this Contract.
- 19.3 In consideration for the provision of the Services, COMPANY will check the invoices and authorise payment within 30 days for correctly rendered invoices through Electronic Funds Transfer or cheque payment.
- 19.4 If an invoice is found and determined by either Party to have been incorrectly rendered (provided the error has been notified in writing to the other Party within three (3) months of the date of the invoice), any underpayment or overpayment shall be recoverable by or from the Service Provider (as the case may be) and, without limiting recourse to other

available means or course of action, may be offset against any Charges subsequently due by COMPANY to the Service Provider.

- 19.5 COMPANY shall be entitled to appoint any of its group companies (whether in India or elsewhere) to act as its agent to carry out on its behalf the payment arrangements (or part thereof) as referred to in this Clause. COMPANY shall be entitled to disclose such information to any such group company as it may consider to be reasonably necessary but shall ensure that such group company complies with the terms of Clause 12.

20. Insurance Requirements of COMPANY

- 20.1 The Service Provider shall be required to hold and maintain current, during the Term of this Contract, insurance policies as are customary or prudent for a provider of services similar to the Services to hold and maintain in connection with its business.
- 20.2 The Service Provider shall as soon as practicable, on written request during the Term of this Contract, produce to COMPANY current certificates of insurance evidencing that the Service Provider has effected and maintained a particular insurance policy.

21. Conduct under this Contract

General

- 21.1 The Service Provider shall, in carrying out and providing Services under this Contract, comply with all reasonable directions and requests of the COMPANY Contract Manager.
- 21.2 The Service Provider shall co-operate fully with COMPANY and provide all assistance reasonably required by COMPANY, and any other service provider or sub-contractor that may be associated directly or otherwise with this Contract, for the purpose of ensuring the timely progress and performance of this Contract.
- 21.3 The Service Provider shall provide COMPANY with at least one (1) calendar month's written notice of a proposed change of the Representative and will discuss with COMPANY any objections COMPANY may have to such proposed change. In the event COMPANY reasonably and in good faith determines that it is not in the best interests of COMPANY for the proposed change to take place, COMPANY shall give the Service Provider written notice specifying the reasons for its opinion and the Service Provider shall take that opinion and those reasons into full account before implementing a change.

Management Committee

- 21.4 The Parties shall establish the Management Committee by no later than the date on which this Contract is signed by the Parties.
- 21.5 The Management Committee shall, unless the Parties agree otherwise in writing, consist of:-

- (a) the COMPANY Contract Manager;

- (b) the Representative; and
- (c) such other persons as agreed upon from time to time by the Parties.

21.6 The Management Committee shall meet to:-

- (a) review and monitor progress under this Contract and determine or verify whether the Service Levels are being achieved;
- (b) consider and review compliance with any program established for the completion of various activities, and with the functionality and performance criteria;
- (c) on an annual basis, consider and review the operating and strategic plans prepared by the Representative and the Service Provider's project manager;
- (d) on an annual basis, consider and review performance objectives and measurements;
- (e) discuss such other material matters of and incidental to this Contract.

21.7 The Management Committee shall meet monthly, or on such other occasions as agreed in writing between the Parties, at COMPANY's offices at a time agreed between the Parties.

Post Implementation Review

21.8 Within six (6) months of the Service Commencement Date, the Parties shall carry out a post implementation review, which shall, inter alia, address the following:-

- (a) whether COMPANY's business objectives are being met;
- (b) all Contract management issues;
- (c) the adequacy of this Contract;
- (d) the quality of the Services and the achievement of Service Levels;
- (e) the quality of the Service Provider's personnel; and
- (f) any breaches of the Contract which may or may not have been remedied by the relevant Party and all findings as a result of the review shall be provided to the Management Committee for consideration and action.

21.9 The Service Provider shall:-

- (a) adopt any recommendations and/or measures by COMPANY to ensure compliance with legal and regulatory obligations; and

- (b) COMPANY shall be permitted to renegotiate the terms of this Contract based on the Parties' findings from the review referred to in subclause 21.8.

22. Notices

- 22.1 All notices to be given to the other party under this Contract must be in writing, unless otherwise specified.
- 22.2 Notices must be forwarded to the other party by prepaid post, certified or registered mail to the addresses specified in SCHEDULE 1 – Contract Details, or to such other addresses as the parties may from time to time advise in writing.

23. Key Personnel

The Service Provider shall ensure that the Key Personnel undertake work in respect of the Services under the terms and conditions of this Contract.

- 23.1 At any time during the term of this Contract where the COMPANY Contract Manager is of the reasonable opinion that the Key Personnel (or any replacement thereof) are unsuitable or unable for any reason to perform the Services in accordance with this Contract, the COMPANY Contract Manager shall notify the Service Provider immediately in writing and the Service Provider shall, if so requested by COMPANY, as soon as possible provide suitably qualified replacement personnel acceptable to COMPANY at no additional charge.
- 23.2 The Service Provider shall ensure that it maintains at all times during the Term of this Contract, a comprehensive human resources policy which aims at the retention of Key Personnel to carry out work or perform duties and deliver the Services under this Contract. The said policy should focus on all matters in respect of human resources retention including addressing competitive employee compensation and benefits.

24. Sub-Contracting

- 24.1 The Service Provider may not subcontract the performance of any of its obligations hereunder without the prior written consent of COMPANY. Approval of any subcontractor by COMPANY shall not constitute a superseding event or waiver of any right of COMPANY to reject work that is not in conformance with the standards set forth in this Agreement, and does not constitute nor imply authorization of expenses in excess of budgets.
- 24.2 The approval of any subcontractor by COMPANY pursuant to subclause 24.1 shall be subject always to the condition that the Service Provider shall not, and shall procure that its employees, agents and representatives shall not, disclose any information or document whatsoever relating to the affairs or account of any particular customer of COMPANY to any person, including any such approved subcontractor, except as expressly stipulated by COMPANY from time to time.

24.3 To the extent that the Service Provider subcontracts to third parties any of its obligations set forth in this Agreement, the Service Provider shall remain fully responsible for such obligations and for all acts or omissions of its subcontractors or agents. Nothing in this Agreement shall be construed to create any contractual relationship between COMPANY and any subcontractor, nor any obligation on the part of COMPANY to pay or see to the payment of any money due to any subcontractor, except as may be otherwise required by law.

24.4 Notwithstanding the approval of any subcontractor by COMPANY pursuant to subclause 24.1, the Service Provider shall be liable for the capacity of the subcontractor it selects and for compliance with the provisions under this Contract, particularly the obligations in relation to security and confidentiality, audit and inspection as well as Business Continuity.

25. General Indemnity

25.1 Subject to the provisions of, and limitations contained in, this Contract, the Service Provider shall indemnify, hold harmless and defend COMPANY and its directors, officers and employees (in this clause 25 referred to as "indemnified persons") from and against any claim, loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by any of the indemnified persons arising out of or in connection with this Contract, or arising from any suit, action or proceeding by any third party against any of the indemnified persons, to the extent such claim, loss or liability was caused by any willful, unlawful or negligent act or omission of, or by any breach of any warranty or obligation in this Contract by, the Service Provider, its employees, agents or sub-contractors.

25.2 COMPANY will not be liable for any claim, loss, damage or expense (including costs and expenses properly incurred in connection with any claim) of or suffered by the Service Provider, its officers or employees or by any third party at any time during the course of performing the Services, whether at COMPANY's premises or otherwise. Without prejudice to subclause 25.1, the Service Provider shall indemnify COMPANY and its indemnified persons against any claim, proceedings and/or liabilities incurred or suffered by COMPANY or any of its indemnified persons in connection with any such claim, loss (including reasonable legal costs and expenses on a full indemnity basis), damage or expense.

25.3 The Service Provider shall maintain insurance policies to cover the liabilities of the Service Provider under subclause 25.2.

25.4 The Service Provider shall indemnify, in case of any loss or damage is caused to the Company due to any act of negligence, will misconduct, mischief of fraud committed by the Service provider or any of its employees or affiliates.

26. Intellectual Property Rights

26.1 The Intellectual Property Rights created as a result of the provision of the Services shall be the property of COMPANY and are hereby assigned by the Service Provider to COMPANY upon creation unless otherwise agreed in writing between the Parties.

26.2 Any pre-existing Intellectual Property Rights, copyright, code or materials which were owned by the Service Provider or a third party before the provision of the Services, remain the property of the Service Provider or the third party, as the case may be.

26.3 The Service Provider warrants that COMPANY's use of the Services in accordance with this Contract will not infringe the Intellectual Property Rights in India or elsewhere of any person.

26.4 If any claim is made or threatened against COMPANY that the use of the Services in accordance with this Contract infringes the Intellectual Property Rights of any third party, without prejudice to any other rights which COMPANY may have, the Service Provider shall promptly and at its own expense either:-

- (a) procure for COMPANY the right to continue using the Services in accordance with this Contract; or
- (b) modify or replace any infringing or allegedly infringing element as may be necessary to enable the continued provision of the Services to COMPANY in accordance with the terms of this Contract, at no additional cost to COMPANY.

27. Advertising & Publicity

27.1 No advertising, written articles, broadcasts or public statements shall be undertaken or initiated by the Service Provider or its agents with respect to this Contract without the prior written approval of COMPANY. Such approval shall not be unreasonably withheld by COMPANY.

28. Inspection and Audit

28.1 The Service Provider shall keep complete and accurate records of all of its work and expenses in providing the Services to COMPANY for a period of seven (7) years from the date which the record was created. The Service Provider shall, upon reasonable notice, allow COMPANY, its management, its internal and external auditors and/or its regulators and its regulators' agents, the opportunity of inspecting, examining and auditing the Service Provider's operations and the business records and to obtain records and documents, of transactions, and information of COMPANY given to, stored at, or processed by the Service Provider which are relevant to the Services provided hereunder by the Service Provider. The Service Provider shall cooperate fully with COMPANY, its management, its internal and external auditors and/or its regulators and its regulators' agents to ensure a prompt and accurate audit. COMPANY shall be permitted access to and to obtain copies of any audit or review reports and findings made on the Service Provider in conjunction with the services performed by the Service Provider for COMPANY.

28.2 If an audit leads COMPANY to conclude that the Service Provider breached the provisions of this Contract or that any of the Service Provider's business or professional practices related to its performance of the Services presents a risk of unauthorized disclosure of

Information, the Service Provider and COMPANY shall use their best efforts to reach a mutually satisfactory resolution. The Service Provider shall also use its best efforts to correct any practices that are found to be deficient as a result of any such audit within a reasonable time after receipt of COMPANY's audit report. The cost of correcting such practices shall be borne by the Service Provider to the extent such recommendations correct a failure by the Service Provider to meet its obligations under this Contract.

28.3 Clause 28 shall survive the expiry or termination (as the case may be) of this Contract.

29. Business Recovery

29.1 The Service Provider represents and warrants that it has back-up facilities in place to retrieve all data processed by the Service Provider's computer systems for COMPANY, and shall be able to, in the event that any such data is rendered inaccessible or is deleted for any reason, retrieve such deleted or inaccessible data from its back-up facilities promptly. In the event that the Service Provider cannot retrieve such deleted or inaccessible data from its back-up facilities promptly, COMPANY may, in its sole and absolute discretion, terminate this Agreement immediately. The Service Provider shall indemnify and hold COMPANY harmless from and against any claim, loss, damage, cost or expense (including attorney's fees) incurred by COMPANY as a result of a breach of the foregoing warranty and covenant.

29.2 The Service Provider further represents and warrants all documents and records of transactions, information and data processed by or stored with the Service Provider pursuant to the Services provided to COMPANY shall be isolated and clearly identified such that the same, in adverse conditions, can be either removed from the possession of the Service Provider in order to continue its business operations, or deleted, destroyed or rendered unusable.

29.3 A copy of the Service Provider's written plan of action setting out the procedures and establishing the processes and the systems for the orderly and expeditious provision of the Services relating to:-

- (1) contingency planning;
- (2) disaster recovery;
- (3) back-up processing;
- (4) recovery time objectives (RTO);
- (5) resumption operating capacities;
- (6) escalation;
- (7) activation; and
- (8) crisis management procedures

shall be provided to COMPANY (the "BCP") within three (3) months from the date of this Contract. The Service Provider represents and warrants that the BCP shall be in place for the entire Term of this Contract. As at the effective date of this Agreement, the Service Provider shall have a BCP site ready in the mutually agreed location with the requisite number of personal and equipment required to provide the Service under this Agreement, at no extra Cost. The Service Provider shall ensure that this alternative site is maintained and kept ready for providing the services at all times during the term of this Agreement and at the request of the Company, at least once in three months render services from this BCP site.

If the Service Provider makes any significant change(s) to the BCP, it shall notify COMPANY in writing and provide a full description of such change(s) immediately and of any adverse development that could significantly impact the Services provided to COMPANY. Any breach of the foregoing is deemed to be a failure to perform or observe a material obligation by the Service Provider under this Contract.

29.4 The Service Provider shall test the BCP and all facilities used by it in connection with the BCP at least on an annual basis and ensure such tests validates the soundness and adequacy of the BCP, the feasibility of the RTO and resumption operating capacities and/or such facilities. The Service Provider shall immediately notify COMPANY of any test finding that may affect the Service Provider's performance in providing the Services under this Agreement and submit a copy of such test(s) within thirty (30) days of completion of such test(s).

29.5 The Service Provider shall also, upon reasonable notice, conduct such test(s) relating to the BCP and/or any of the facilities used by them in connection with the BCP as COMPANY may require from time to time, and shall submit to COMPANY the results of such test(s) upon the completion of such test(s). In the event that such test(s) are required by COMPANY in connection with the testing of its own business continuity plan, the Service Provider shall co-operate fully with COMPANY to ensure that such test(s) are carried out promptly and accurately in accordance with COMPANY's requirements.

29.6 If any test results and/or certification leads COMPANY to conclude that the BCP and/or any of the facilities used by the Service Provider in connection with the BCP is unsound, inadequate or deficient in any way, the Service Provider shall correct any procedures or practices set out in the BCP that are found by COMPANY to be deficient within thirty (30) days after receipt of COMPANY's notification to do so.

30. Force Majeure

30.1 Subject to subclause 30.3, neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Contract if such delay is due (directly or indirectly) to Force Majeure, provided such failure or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternative sources, work-around plans or other means.

30.2 If a delay or failure to perform a Party's obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended. Any Party whose obligations are suspended pursuant to this subclause shall immediately notify the other personally or by telephone (to be confirmed in writing within five (5) Normal Working Days of the inception of such delay) and describe at reasonable level of detail the circumstances causing such delay.

30.3 If a Force Majeure event substantially prevents, hinders or delays performance of the Services, then COMPANY may elect to either grant an extension of time on such terms as it considers reasonable or else terminate this Contract on the basis that each Party shall bear its own costs.

30.4 This clause does not limit or otherwise affect the Service Provider's obligation to provide business recovery services in accordance with this Contract.

31. Termination for Breach by Service Provider

31.1 For the purposes of this clause, the Service Provider will be in default under this Contract where it fails to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract.

31.2 If the Service Provider is in default under this Contract and that default is in COMPANY's opinion capable of being remedied by subsequent performance, COMPANY may, without prejudice to any right of action or remedy which has accrued or may accrue in favour of either Party, by notice in writing to the Service Provider, specify the relevant default and require the Service Provider to remedy the default promptly.

31.3 COMPANY may, by notice in writing to the Service Provider, immediately terminate this Contract in whole or in part, without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either Party, where:-

- (a) the Service Provider is in breach of a material or essential term of this Contract, whether or not COMPANY has given notice under subclause 31.2 in relation to that breach;
- (b) the Service Provider has failed to comply with a notice under subclause 31.2;
- (c) the Service Provider is in default under this Contract and that default is not capable of being remedied whether or not COMPANY has given notice under subclause 31.2 in relation to that breach;
- (d) Intentionally Omitted
- (e) the Service Provider assigns its rights otherwise than in accordance with this Contract;

- (f) the Service Provider is the subject of a takeover, merger, acquisition or other form of change in majority voting control;
- (g) the Service Provider becomes subject to any form of insolvency administration;
- (h) the Service Provider is unable to pay its debts as they fall due, or enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Service Provider's undertaking or assets;
- (i) the Service Provider ceases to carry on the business it carries on at the date hereof;
- (j) at any time any act, condition or thing required to be done, fulfilled or performed in order to enable the Service Provider lawfully to enter into and perform its obligations under this Contract, or to ensure that such obligations are legal, valid and binding against it, is not done, fulfilled or performed; or
- (k) there has been, in the view of COMPANY, a breach of confidentiality of the Confidential Information as set out in clause 12 or a demonstrable deterioration in the ability of the Service Provider to safeguard the confidentiality of Confidential Information as set out in clause 12 or the Non-Disclosure Undertaking referred to in clause 12.
- (l) if the Service Provider fails to meet the minimum performance requirements prescribed by the Company, from time to time
- (m) if the service provider fails to comply to any statutory requirement as prescribed under the labour laws
- (n) if the service provider fails to provide any statutory/ non-statutory information as required by the Company from time to time

32. Consequence of Termination Pursuant to Clause 31

32.1 In the event of termination under subclause 31.3, but without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either Party, COMPANY:-

- (a) may procure from any other source, including COMPANY internal, a reasonably similar alternative services suitable to COMPANY;
- (b) shall be liable under this Contract to pay only for the Services performed to the satisfaction of the COMPANY Contract Manager, in accordance with this Contract; and

- (c) may recover from the Service Provider that amount paid for the Services performed and not within the satisfaction of the COMPANY Contract Manager per subclause 33.1(b).

32.2 If COMPANY terminates only part of this Contract under subclause 32.3, the Service Provider shall continue to perform the remainder of this Contract and, subject to any alterations occurring as a result of such termination, COMPANY and the Service Provider shall be subject to the same rights and obligations as existed prior to such partial termination.

33. Termination in the Absence of Breach

33.1 In addition to any other rights it has under this Contract, COMPANY may terminate or suspend this Contract in whole or in part by notifying the Service Provider in writing that this Contract or a part of this Contract is terminated or suspended as the case may be three (3) months after the date specified in the notice (which date shall not be a date earlier than the date on which the notice is received by the Service Provider.)

33.2 In addition to any rights arising under subclause 33.1, COMPANY may terminate this Contract in whole or in part at any time during the Term of this Contract subsequent to the Transition Period, notwithstanding the absence of breach by the Service Provider, with thirty (30) days written notice.

34. Dispute Resolution

34.1 Before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle by negotiation any dispute in relation to this Contract and where practical shall refer the matter to personnel who have authority to intervene and direct some form of resolution.

34.2 Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under this Contract to the maximum extent possible.

35. Governing Law and Jurisdiction

35.1 This Contract shall be governed by, and construed in accordance with Indian law, and the Parties agree that the courts in India shall have jurisdiction to entertain, determine and settle any dispute or action in respect of or arising out of this Contract and hereby submit themselves to the jurisdiction of those courts.

36. Rights of Third Parties

36.1 This Contract shall not confer any rights to any third party to enforce any term of this Contract.

37. Bribery and Corruption.

- a. Service Provider represent to Company that they have not and agree that they shall not in connection with the transactions contemplated by this Agreement make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly:
 - i. to any government official or employee (including employees of a government corporation or public international organisation) or to any political party or candidate for public office;
or
 - ii. to any other person or entity,
 - iii. if to do so would violate or cause the Company to be in violation of the laws of the country in which it is done or the laws of the United States or the United Kingdom (or any part thereof).
- b. It is the intention of the Company and Service Provider that in the course of their respective negotiations and performance of this Agreement no payments or transfers of value offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity.
- c. The Service Provider warrants and agrees that it is familiar with and each of the Service Provider's Affiliates warrant and agree that they are familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other analogous legislation in other jurisdictions (together "FCPA") and each agree that:
 - i. it is not a government official (as the term is defined in the FCPA) or affiliated with any government official;
 - ii. it has not previously engaged in conduct that would have violated the FCPA had the Service Provider or any Service Provider's Affiliates been subject to its terms;
 - iii. it shall not violate or cause the Company to violate the FCPA in connection with the Software and/or Services provided to the Company;
 - iv. notwithstanding any other provisions to the contrary, the Company may suspend or terminate this

Agreement forthwith on learning information giving it a factual basis to conclude that the Service Provider or a Service Provider's Affiliate has violated or caused the Company to violate the FCPA; and

- v. in the event of termination for such cause, the Company may retain from, or charge to, the Service Provider or Service Provider's Affiliate an amount equal to the amount earned or to be earned by the Service Provider or a Service Provider's Affiliate in respect of the transaction or matter in which the Service Provider or a Service Provider's Affiliate violated or caused to violate the FCPA as well as the amount of any costs, fines, or penalties which the Company is required to pay as a consequence of acts by the Service Provider or a Service Provider's Affiliate.

As witness the hands of the Parties hereto the day and year first above written.

**For and on behalf of
Service Provider**

**For and on behalf of
COMPANY**

Signed By:

Signed By:

Name:

Name:

Position Held:

Position Held:

Company Stamp:

Company Stamp:

Name:

Position Held:

Company Stamp:

Witness:

Witness:

Name:

Name:

Occupation:

Occupation:

SCHEDULE 1 – Contract Details

Addresses for Service of Notices (clause 23)

To COMPANY: COMPANY
[2nd Floor, Augusta Point, Golf Course Road, Sector-53, Gurgaon
122002]
Attn:, The COMPANY Contract Manager

To SERVICE PROVIDER: SERVICE PROVIDER
[_____]]
Attn: The Service Provider Contract Manager

With a copy to: [PERSON] at the address below:

Commencement Date (clause 5)

COMPANY Contract Manager (clause 2)

2nd Floor, Augusta Point, Golf Course Road, Sector-53, Gurgaon-122002]

Tel:

Fax:

Representative (clause 2)

Service Commencement Date (subclause 3.1)

Key Personnel (clause 23)

and as provided in list form by the Service Provider to COMPANY from time to time.

Term (clause 3)

_____, Extension of further term will be mutually agreed

SCHEDULE 2 – Description of Services

SCHEDULE 3 – Charges and Payment Particulars

SCHEDULE 4 – Non-Disclosure Undertakings

SECRECY UNDERTAKING

To: [Service Provider] (“the Service Provider”)

Reference is made to the service agreement (“the Agreement”) entered into between Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (“COMPANY”) and the Service Provider.

I hereby agree and undertake to maintain the secrecy and confidentiality of all information and documents which may come to my knowledge or into my possession or custody in the course of my performance of the duties as an *[employee / sub – contractor] of the Service Provider relating to the affairs of COMPANY or the COMPANY’s customers or any party to whom the COMPANY may owe a duty of confidence or regarding the accounts of any customer of COMPANY.

I further solemnly declare that I shall not disclose any customer information relating to or any particulars of an account of any customer of COMPANY, in any manner or at any time. I am aware of the Service Provider’s duty of confidentiality under clause 12 of the Agreement as set out below and agree to abide it.

I hereby agree to and confirm that I am aware of the following obligations of the Service Provider insofar as such obligations are applicable to me:-

Clause 12 Confidentiality and Security

While providing the Services under this Agreement, the Service Provider may have access to confidential or proprietary information of COMPANY and its related business entities (the "Confidential Information"). The Service Provider acknowledges the proprietary and sensitive nature of the Confidential Information, and the importance of maintaining the secrecy and confidentiality of the Confidential Information. The Confidential Information includes but is not limited to (i) proprietary and confidential matters concerning COMPANY's security arrangements, financial information, technical data, drawings and any information relating to the pricing, methods, processes, lists, research development or related information to which the Service Provider has gained access in connection with this Agreement; (ii) information from time to time in the possession or custody of COMPANY belonging to its customers or other users of services from time to time provided by COMPANY, including without limitation the names of customers and the nature of their accounts; and (iii) information from time to time in the possession or custody of COMPANY belonging to its vendors or other suppliers of services from time to time provided to COMPANY. The Service Provider agrees that it shall not, without the prior written consent of COMPANY, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is required by law.

COMPANY acknowledges that the Service Provider’s personnel namely: employees, agents and/or subcontractors will be directly engaged in the performance of the Service Provider’s obligations under this Contract and therefore will from time to time during the

Term of this Contract become aware of or have access to COMPANY's Confidential Information. The Service Provider shall procure all its employees, representatives, agents and subcontractors to observe and prevent disclosure of information that will cause COMPANY to violate its duty under law to customers to keep their affairs confidential.

The Service Provider shall have in place effective procedures and guidelines to ensure that such personnel are bound (for example, through an employment or agency contract or sub-contract with the Service Provider) by similar undertakings as the Service Provider's as set out in SCHEDULE 7 – Non-Disclosure Undertakings, which the Service Provider hereby agrees to comply with. This clause does not apply to any information or document, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach thereof).

All Confidential Information shall remain the sole and exclusive property of COMPANY. Confidential Information shall not be used by the Service Provider for any other purpose than to provide the Services, and shall not be disclosed to any third party, except as provided in clause 12. The access to the employees, representatives, agents and subcontractors of the Service Provider to the Information shall be limited to those who strictly need to have the Confidential Information in order to perform necessary functions and any Information disclosed by COMPANY can only be used for the purpose they were disclosed and further disclosure of the Confidential Information to any other party shall be prohibited unless with COMPANY's approval. The Service Provider shall notify COMPANY immediately of any loss or unauthorized disclosure or use of the Confidential Information that comes to its attention.

Without prejudice to the details above, the Service Provider shall ensure that adequate security measures and precautions will at all times be in place during its possession or use of the Confidential Information to protect the Confidential Information. The Service Provider shall ensure that the Confidential Information will not be disclosed, processed, deleted, altered, used or otherwise tampered with in an unauthorised or accidental manner, in accordance with the security measures.

The Service Provider shall ensure that the Confidential Information of COMPANY shall be segregated from data belonging to other parties including the Service Provider and clearly identified as belonging to COMPANY. The Service Provider shall take technical, personnel and organisational measures in order to maintain the confidentiality of Confidential Information belonging to COMPANY between the Service Provider's own Confidential Information and that of third parties, if any, for which the Service Provider has custody of.

The parties agree that the any unauthorised use or disclosure of Confidential Information by the Service Provider may cause immediate and irreparable harm to COMPANY for which money damages may not constitute an adequate remedy. In such event, the parties agree that COMPANY may seek injunctive relief as appropriate.

Upon the termination or expiry of this Contract, the Service Provider shall on demand as soon as reasonably practicable:-

- (a) re-deliver to COMPANY (or destroy where COMPANY provides written consent) all copies of COMPANY's Confidential Information held by it or which is under its control;
- (b) destroy all notes, calculations or summaries or other material which contains or is derived or produced partly or wholly from any of COMPANY's Confidential Information and any electronically held records derived or produced partly or wholly from any of COMPANY's Confidential Information; and
- (c) provide to COMPANY, if required, a statutory declaration from a duly authorised officer that such records have been delivered or destroyed.

This clause shall survive the expiry or termination (as the case may be) of this Contract.

The Service Provider agrees that it will comply with all of COMPANY's standard physical security procedures and practices in place at locations where the Service Provider and its employees, representatives, subcontractors and agents are performing work. While working on COMPANY's premises, the Service Provider and its employees, representatives, subcontractors and agents shall observe the working hours and policies, security measures and holiday schedules of COMPANY.

In order to ensure compliance by the Service Provider of this clause 12, COMPANY shall review and monitor the security practices and control processes of the Service Provider on a regular basis. COMPANY shall [require the Service Provider to] commission or obtain [annual] expert reports on security adequacy and compliance in respect of the operations of the Service Provider, and the Service Provider shall be required to notify the COMPANY of any security breaches as soon as it becomes aware of the same.

Any breach or potential breach of the provisions of this clause 12 shall be immediately notified in writing by the Service Provider to COMPANY.

The Service Provider hereby indemnifies, defends and holds COMPANY and its respective shareholders, officers, directors, employees and agents harmless from and against any and all claims, penalties, damages, costs, judgments, settlements, attorney's fees (on a full indemnity basis) and disbursements, or other expenses of any nature whatsoever payable, paid or incurred in connection with any claims by any third party arising from or in connection with any breach of any provision in this clause 12 or by the Service Provider.

A breach of this clause 12 shall be regarded as a material breach for the purposes of subclause 32.3(a).

I confirm that I am aware of the laws and COMPANY's policies relating to secrecy and shall strictly observe them. I am aware that a breach of the same could create irreparable loss and damage to COMPANY.

My obligations hereunder shall survive the termination of my *[employment / contract] with the

Service Provider.

DATED THIS DAY OF __ MAY __

Name: _____

Signature:

Witness: _____

SCHEDULE 5 Transition Out Plan (to be attached, refer Clause 10.2)

END