

# Policies and guidelines for New CIB Online Solution

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## Credit Information Bureau

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## Section 1

## Background, Aims and Legal Framework

**1.1.** The Credit Information Bureau (CIB) of Bangladesh Bank is responsible among others for collection, processing and maintaining an updated database of credit related information supplied by participants, institutions which extend credit i.e. banks (Act.14, 1991), Financial Institutions (Act.27, 1993), HBFC (Presidential Order 7, 1973), ICB (ICB Order 40, 1976). The CIB was set up on 18 August 1992 in the Bangladesh Bank. One of the objectives behind setting up of the CIB was to minimise the extent of default loans by providing the participants with timely reports on credit information based on the enquiry/request about the loan applicants so as to facilitate credit risk analysis by the banks/FIs and decide promptly on the loan applications.

**1.2.** The formation of CIB has, however, eliminated the need for adhoc collection of certificates and decreased the time necessary for loan approval and disbursement. In practice, banks are usually more willing to lend to clients based on their borrowing capacity and good repayment histories. Using CIB reports, lending institution have been able to cut loan-processing time, lending costs and extent of default loans to a considerable extent.

**1.3.** The goal of CIB is also to ease problems arising between borrowers and lenders. Formal information exchanges help lenders to identify good borrowers, thus reducing the incidence of adverse selection. The practical consequence is better risk management, which enables banks and FIs to avoid risky large loans and increase their lending volume to small and medium-sized enterprises (SME) thus contributing to economic growth, employment generation and poverty alleviation.

**1.4.** The CIB's fundamental obligation is to generate 'trust' among its participants and borrowers so that borrowers' information is not mishandled or abused. All the participants should, however, have confidence in the CIB. This trust, in turn, motivates lenders to contribute their credit information to CIB and helps it to develop more rapidly and effectively. The CIB has various operational methods in place to ensure data reliability, integrity and security.

**1.5.** Credit reporting to CIB database by banks/FIs enables proper sharing of credit information to take proper decision avoiding defaulted borrowers thus to reducing default rates, while allowing borrowers to obtain credit promptly thus facilitating timely implementation of projects and reducing time to market their products.

**1.6.** The CIB report is especially useful when lending institutions make decisions regarding individuals and SMEs. While lending to large companies, a detailed analysis of the potential borrower's financial standing and payment history is found to be a sufficiently good predictor of the probability of default of those companies. It is agreed that the CIB report helps to reduce the ex-ante cost and time of loan processing and the ex-post rate of default, which encourages banks to report credit information to the CIB database.

**1.7.** The goal of Credit Information Bureau is to ease problems fundamental to credit markets. Although credit bureau can help to accelerate the development of financial markets and the private sector, it is important to have the right framework for credit information sharing guidelines. The legal act, regulatory framework and information technology are needed to support a credit information bureau in sharing credit information between CIB and its partners. As per Bangladesh Bank Order (BBO) 1972 Chapter IV-Revised (*Annex-A*), a clear legal and regulatory framework has been laid down which allows credit reporting and furnishing of credit reports to banks/FIs to function successfully while fulfilling all the requirements for data protection (privacy) as summarized below:

- 1) The CIB of Bangladesh Bank may
  - (a) collect credit information from every banking company as required; and
  - (b) furnish such information to any banking company to facilitate assessment of lending risks.
- 2) For the purpose of enabling the CIB to discharge its functions effectively under this Chapter, it may at any time direct any banking company to submit statements relating to credit information as required and within a specified time as decided by the CIB from time to time.
- 3 (a) A banking company may make an application to the CIB in a prescribed form requesting it to furnish them with a CIB report on the borrowers.
  - (b) On receipt of an application, the CIB may, furnish the applicant with the CIB report relating to the items specified in the CIB input forms as per the service standard which may change from time to time.
    - (i) Provided that the information so furnished shall not disclose the names of the banking companies which have submitted the same as per specified forms to the CIB.
    - (ii) The CIB, imposes a service charge as per Article 45(3) of BBO 1972 in respect of each application (which may be changed as it may deem fit), for furnishing credit information.
- 4) Any credit information contained in any statement submitted by a banking company or financial institution is treated as confidential and shall not be published or otherwise disclosed.
- 5) (a) If any banking company
  - i) fails to submit any statement as required or submits a statement which is false in any material particular; or
  - ii) fails to comply with any condition imposed, every director or other officer of the company and every other person who is knowingly a party to the breach shall be punishable with fine which may extend to [Taka five lakh]
- (b) If any person discloses any credit information he shall be punishable with imprisonment which may extend to six months or with fine which may extend to [Taka one lakh] or with both.

**1.8.** At present, the existing rules and regulations of the Bangladesh Bank does not permit the borrower's right to access their own credit data but there is a clear process to challenge incorrect information by a borrower through their lenders (*Annex-Kha*).

**1.9.** The CIB has been subjected to many legal cases by the borrowers brought against the Bangladesh Bank based on credit information collated with different banks/FIs. Borrowers perceive CIB as the supplier of credit information and accordingly suits are filed with the CIB as the main or one of the defendants causing additional financial burden on the Bangladesh Bank. The CIB can, however, recover such legal costs from the banks and financial institutions responsible for providing inaccurate data for which legal cost arises (*Annex-D*). The CIB, however, recorded a 'Disclaimer' in the existing CIB report supplied to them.

**1.10.** The CIB database contains detailed information on credit granted by participants (banks and financial institutions) to individuals/ institutions/ organisations. The word 'credit information' means any information relating to

- i) the amounts and the nature of loans or advances and other credit facilities granted by a banking company to any borrower or class of borrowers;
- ii) the nature of security taken from any borrower for credit facilities granted to him; and
- iii) the guarantee furnished by a banking company for any of its customers.

**1.11.** The word '**Borrower**' as defined in article 42 of the Bangladesh Bank Order means any person to whom any credit limit has been sanctioned by any banking company, whether availed of or not, and includes

- (i) subsidiaries in the case of a company or corporation,
- (ii) any partner thereof or any other firm in which such partner is a partner in the case of a firm,
- (iii) any firm in which such individual is a partner in the case of an individual,

**1.12.** The main aim of the CIB is to provide service to the participants (banks/financial institutions) that need to assess lending risk when granting credit. To this end, these banks/ financial institutions have access to the total liabilities of each borrower in the CIB database. In addition, the following services are also furnished:

- a) Providing CIB reports to
  - (i) Board of Investment (BOI) to assess risk of a domestic company/Joint Venture before getting permission for foreign loan,
  - (ii) BRPD and DFIM for selection of director for different banks, for loan processing and issuing license to FIs respectfully.
  - (iii) Different departments of Bangladesh Bank.
  
- b) Forwarding comments on defaulters to
  - (i) Election Commission office about the candidates contesting the Parliamentary/Municipal/City corporation/Upazilla elections;
  - (ii) Ministry of Commerce, Ministry of Industry and Ministry of Expatriates' Welfare and Overseas employment for selecting Commercially Important Person (CIP);

- (iii) Board of Revenue for selecting CIP in respect of highest tax payers as individual/company,
- (iv) Securities and Exchange Commission about the directors/companies before issuing IPO (Initial Public Offer), right shares.
- (v)

**1.13.** Within the legal framework which governs the CIB, the following principles are of paramount importance:

- a) All participants (banks/financial institutions) are obliged to inform the CIB of their clients' liabilities;
- b) The handling and circulation of individual information on a borrower is confidential;
- c) All participants have access to the information on a reciprocal basis;
- d) All the borrowers have the right to request any participant (bank/financial institution) to rectify or update the liabilities.

**1.14.** It may be possible for a new borrower or organisation to get a loan even though their related information is not available in the CIB database. If information on individuals or organisations is on the CIB database, their existence/appearance does not pose an obstacle to getting a loan. The loan stems from an agreement between the client and the banks/financial institution. If a client is at default, no banks/FI shall extend credit facility under section 27 KAKa and 5 GaGa of Bank Company Act 1991 (Amended). Unless the default loan is adjusted/rescheduled/declassified the borrower in question is eligible for getting a loan/extension of loan.

## **Section 2 The Information Available to and the Rights of the Borrower**

**2.1.** The CIB facilitates to provide borrower's information (financial statement) on the liabilities of borrower. But this information is strictly prohibited not to provide to the client. But due to adverse report for which the borrower is being refused not to extend credit facilities at that time the banks/FI may inform their client stating as (*Annex- E*):

*'According to credit information available with us, you are identified to be in default in your account(s) with one or more lending institution(s). You may approach your current lending institution(s) to regularize the position with them.'*

**2.2.** If the information contained in the CIB database is incorrect or out-of-date the borrower should request the participant (banks/ financial institutions) to correct it or to send correct and/or up-to-date information to the CIB immediately, asking for the information on the database to be changed. The information on the CIB database stems from the participants, so it is their exclusive responsibility to alter it in any way. The information on credit liability is therefore only changed or updated on the database after receipt of the participant's information at the CIB, Bangladesh Bank.

## **Section 3 Prudential Regulations: Selected Issues Related to CIB**

This section briefly discusses the CIB related issues on policies for loan classification, provisioning, loan write off and rescheduling. The details are discussed in the subsequent respective sections.

Banks/ financial institutions classify outstanding loans when they become non-performing (NPL) according to the prevailing banking sector accounting rules. Prior to 16th Nov.1989 there was no international standard on loan classification rules. The erstwhile Banking Control Department presently Banking Regulations & Policy Department initiated the matter and standardized loans classification policy by issuing different circulars. Standard rule that exists for day to day banking transaction refers to the consolidated position of the policy outlined in 'Policy on loan classification and provisioning'. These policy and regulations are followed by participating banks/FIs while reporting data to the database of the Credit Information Bureau. As per policy, the non-performing loans arising from overdue in relation to the principal and/or interest are classified as Substandard (SS), Doubtful (DF), Bad/Loss (BL) and Bad/Loss-Write Off (BLW). Classification status & provisioning are determined and approved by the respective Board of Directors of the banks/ FIs as per Bangladesh Bank's rules.

According to the 'Policy for loan write off', the situation of writing off a loan occurs when a 'Bad/Loss' loan is written off the balance sheet, even though there is still the possibility that it will be repaid. The write off loans of the directors/ex-directors of the scheduled banks are primarily approved by the respective Board of Directors of the banks/ FIs and then submitted to Bangladesh Bank for final approval. Even though the classified loan (BL) is being written off by banks/FIs, the previous outstanding position (before write off) has to be shown while reporting to CIB and the borrower will be treated as defaulter as usual.

The rescheduled loan as per 'Policy for rescheduling of loans' refers to a loan that was overdue because repayment in full was not made according to the conditions initially laid down but for which the terms have been renegotiated without further guarantees provided by the party. In such circumstances, the rescheduled loan is no longer classified but becomes 'unclassified'. As per BRPD Circular No. 2 of February 14, 2006 the number of times rescheduled has to be reported to CIB by banks/FIs.

### **3.1. Policy on Loan Classification and Provisioning**

In order to strengthen credit discipline and improve the recovery position of loans and advances by the banks, Bangladesh Bank vide BCD Circular No. 34/1989 introduced a new system covering loan classification, the suspension of interest due, and the making of provisions against potential loan loss. With a view to further strengthening credit discipline and bring classification and provisioning regulation in line with international standard, a phase wise programme for loan classification and provisioning was undertaken by Bangladesh Bank through BCD Circular No. 20/1994. Afterwards, a comprehensive circular, BRPD Circular No. 16/1998 was issued with major amendments in BCD Circular No. 34/1989 and 20/1994

with a view to achieving a more specified & simplified system of loan classification and provisioning. As part of the process i.e. regarding the changes, it needs to mention here that Bangladesh Bank has already introduced 'Special Mention Account' vide BRPD Circular No. 02/2005 and 09/2005 for the banks to raise early warning signals for accounts showing first signs of weakness and making appropriate provisioning therein. As a further move towards this end, changes in the formats for classification and provisioning (CL-1, 2, 3, 4 & 5) have been made vide BRPD Circular Letter No. 08/2005. Moreover, some changes have been made in the provisioning requirement for Consumer Financing & Small Enterprise Financing. Now in order to enable the banks to have all existing instructions on the subject at one place this Master Circular has been prepared by incorporating all instructions issued from time to time. It may also be mentioned that this Circular also includes a few new instructions as well as new formats for loan classification & provisioning.

### **3.1.1. Categories of Loans**

All loans and advances will be grouped into four (4) categories for the purpose of classification, namely (a) Continuous Loan (b) Demand Loan (c) Fixed Term Loan & (d) Short-term Agricultural & Micro Credit.

**(a) Continuous Loan:** - The loan Accounts in which transactions may be made within certain limit and have an expiry date for full adjustment will be treated as Continuous Loans. Examples are: CC, OD etc.

**(b) Demand Loan:** The loans that become repayable on demand by the bank will be treated as Demand Loans. If any contingent or any other liabilities are turned to forced loans (i.e. without any prior approval as regular loan) those too will be treated as Demand Loans. Such as: Forced LIM, PAD, FBP, and IBP etc.

**(c) Fixed Term Loan:** the loans, which are repayable within a specific time period under a specific repayment schedule, will be treated as Fixed Term Loans.

#### **(d) Short-term Agricultural & Micro Credit:**

**Short-term Agricultural Credit** will include the short-term credits as listed under the Annual Credit Programme issued by the Agricultural Credit and Special Programmes Department (ACSPD) of Bangladesh Bank. Credits in the agricultural sector repayable within 12(twelve) months will also be included herein. **Short-term Micro-Credit** will include any micro-credits not exceeding Tk.25,000/= (twenty five thousand) and repayable within 12(twelve) months, be those termed in any names such as Non-agricultural credit, Self-reliant Credit, Weaver's Credit or Bank's individual project credit.

### **3.1.2. Basis for Loan Classification:**

#### **(A) Objective Criteria:**

##### **(1) Past Due/Over Due**

(i) Any **Continuous Loan** if not repaid/renewed within the fixed expiry date for repayment will be treated as past due/overdue from the following day of the expiry date.

(ii) Any **Demand Loan** if not repaid/rescheduled within the fixed expiry date for repayment will be treated as past due/overdue from the following day of the expiry date.

(iii) In case of any installment(s) or part of installment(s) of a **Fixed Term Loan(not over five years)** is not repaid within the fixed expiry date, the amount of unpaid installment(s) will be treated as past due/overdue from the following day of the expiry date.

(iv) In case of any installment(s) or part of installment(s) of a **Fixed Term Loan(over five years)** is not repaid within the fixed expiry date, the amount of unpaid installment(s) will be treated as past due/overdue after six months of the expiry date.

(v) The **Short-term Agricultural and Micro-Credit** if not repaid within the fixed expiry date for repayment will be considered past due/overdue after six months of the expiry date.

(2) All unclassified loans other than Special Mention Account (SMA) will be treated as **Standard**.

(3) A Continuous credit, Demand loan or a Term Loan which will remain overdue for a period of 90 days or more, will be put into the "**Special Mention Account(SMA)**" and interest accrued on such loan will be credited to Interest Suspense Account, instead of crediting the same to Income Account. This will help banks to look at accounts with potential problems in a focused manner and it will capture early warning signals for accounts showing first sign of weakness.

Loans in the "**Special Mention Account (SMA)**" will have to be reported to the Credit Information Bureau (CIB) of Bangladesh Bank. However, it is reiterated that loans in the "Special Mention Account" will not be treated as defaulted loan for the purpose of section 27KaKa(3) of the Bank Company Act, 1991.

(4) Any **continuous loan** will be classified as:

'**Sub-standard**' if it is past due/over due for 6 months or beyond but less than 9 months.

`**Doubtful**' if it is past due/over due for 9 months or beyond but less than 12 months

`**Bad/Loss**' if it is past due/over due for 12 months or beyond.

(5) Any **Demand Loan** will be classified as:

'**Sub-standard**' if it remains past due/overdue for 6 months or beyond but not over 9 months from the date of claim by the bank or from the date of creation of forced loan.

`**Doubtful**' if it remains past due/overdue for 9 months or beyond but not over 12 months from the date of claim by the bank or from the date of creation of forced loan.

`**Bad/Loss**' if it remains past due/overdue for 12 months or beyond from the date of claim by the bank or from the date of creation of forced loan.

(6) In case of any installment(s) or part of installment(s) of a **Fixed Term Loan** is not repaid within the due date, the amount of unpaid installment(s) will be termed as `defaulted installment'.

(6.1) In case of **Fixed Term Loans**, which are repayable within **maximum five years of time**: -

If the amount of '**defaulted installment**' is equal to or more than the amount of installment(s) due within 6 (six) months, the entire loan will be classified as "**Sub-standard**".

If the amount of '**defaulted installment**' is equal to or more than the amount of installment(s) due within 12 (twelve) months, the entire loan will be classified as "**Doubtful**".

If the amount of '**defaulted installment**' is equal to or more than the amount of installment(s) due within 18 (eighteen) months, the entire loan will be classified as "**Bad/Loss**".

**(6.2)** In case of **Fixed Term Loans**, which are repayable in **more than five years** of time: -

If the amount of 'defaulted installment' is equal to or more than the amount of installment(s) due within 12 (twelve) months, the entire loan will be classified as "**Sub-standard**".

If the amount of 'defaulted installment' is equal to or more than the amount of installment(s) due within 18 (eighteen) months, the entire loan will be classified as "**Doubtful**".

If the amount of 'defaulted installment' is equal to or more than the amount of installment(s) due within 24 (twenty four) months, the entire loan will be classified as "**Bad/Loss**".

**Explanation:** If any Fixed Term Loan is repayable on monthly installment basis, the amount of installment(s) due within 6 months will be equal to the sum of 6 monthly installments. Similarly, if the loan is repayable on quarterly installment basis, the amount of installment(s) due within 6 months will be equal to the sum of 2 quarterly installments.

**(7)** The **Short-term Agricultural and Micro-Credit** will be considered irregular if not repaid within the due date as stipulated in the loan agreement. If the said irregular status continues, the credit will be classified as 'Substandard' after a period of 12 months, as 'Doubtful' after a period of 36 months and as 'Bad/Loss' after a period of 60 months from the stipulated due date as per loan agreement.

### **(B) Qualitative Judgment:**

If any uncertainty or doubt arises in respect of recovery of any Continuous Loan, Demand Loan or Fixed Term Loan, the same will have to be classified on the basis of qualitative judgement be it classifiable or not on the basis of objective criteria. If any situational changes occur in the stipulations in terms of which the loan was extended or if the capital of the borrower is impaired due to adverse conditions or if the value of the securities decreases or if the recovery of the loan becomes uncertain due to any other unfavourable situation, the loan will have to be classified on the basis of qualitative judgement .

Besides, if any loan is illogically or repeatedly re-scheduled or the norms of re-scheduling are violated or instances of (propensity to) frequently exceeding the loan-limit are noticed or legal action is lodged for recovery of the loan or the loan is extended without the approval of the competent authority, it will have to be classified on the basis of qualitative judgement .

Despite the probability of any loan being affected due to the reasons stated above or for any other reasons, if there exists any hope for change of the existing condition by resorting to proper steps, the loan, on the basis of qualitative judgement, will be classified as 'Sub-standard'. But even if after resorting to proper steps, there exists no certainty of total recovery of the loan, it will be classified as 'Doubtful' and even after exerting the all-out effort, there exists no chance of recovery, it will be classified as 'Bad/Loss' on the basis of qualitative judgement. The concerned bank will classify on the basis of qualitative judgement and can declassify the loans if qualitative improvement does occur. But if any loan is classified by the Inspection Team of Bangladesh Bank, the same can be declassified with the approval of the Board of Directors of the respective bank. However, before placing such case to the Board of Directors, the Managing Director/Chief Executive Officer and the respective Branch Manager of the bank shall have to certify that the terms and conditions of declassification have been duly fulfilled by the borrowers. The bank will have to inform such declassifications to the Department of Banking Inspection/ concerned offices of Bangladesh Bank within 15 days of such decision taken by the Board of Directors. Bangladesh Bank will examine these matters on case-to-case basis and if any irregularities/deviations is detected, necessary legal action will be taken against the concerned officials.

### **3.1.3. Accounting of the interest of classified loans:**

If any loan or advance is classified as 'Sub-standard' and 'Doubtful', interest accrued on such loan will be credited to Interest Suspense Account, instead of crediting the same to Income Account. In case of rescheduled loans the unrealized interest, if any, will be credited to Interest Suspense Account, instead of crediting the same to Income Account.

As soon as any loan or advance is classified as 'Bad/Loss', charging of interest in the same account will cease. In case of filing a law-suit for recovery of such loan, interest for the period till filing of the suit can be charged in the loan account in order to file the same for the amount of principal plus interest. But interest thus charged in the loan account has to be preserved in the 'Interest Suspense' account. If any interest is charged on any 'Bad/Loss' account for any other special reason, the same will be preserved in the 'Interest Suspense' account. If classified loan or part of it is recovered i.e., real deposit is effected in the loan account, first the interest charged and not charged is to be recovered from the said deposit and the principal to be adjusted afterwards.

### **3.1.4. Maintenance of provision:**

**(a)** (i) Banks will be required to maintain **General Provision** in the following way :

(1) @ 1% against all unclassified loans (other than loans under Small Enterprise and Consumer Financing and Special Mention Account.)

(2) @ 2% on the unclassified amount for Small Enterprise Financing.

(3) @ 5% on the unclassified amount for Consumer Financing whereas it has to be maintained @ 2% on the unclassified amount for (i) Housing Finance and

(ii) Loans for Professionals to set up business under Consumer Financing Scheme.

(4) @ 5% on the outstanding amount of loans kept in the 'Special Mention Account' after netting off the amount of Interest Suspense.

**(b)** (i) Banks will maintain provision at the following rates in respect of classified

Continuous, Demand and Fixed Term Loans:

(1) Sub-standard 20%

(2) Doubtful 50%

(3) Bad/Loss 100%

(ii) Provision in respect of Short-term Agricultural and Micro-Credits is to be maintained at the following rates:

(1) All credits except 'Bad/Loss' (i.e. 'Doubtful', 'Sub-standard', irregular and regular credit accounts) : 5%

(2) 'Bad/Loss' : 100%

**( C ) General Provision @ 1% against of-balance sheet exposures-**

( i ) @ 0.5% provision effective from December 31, 2007 and

(ii) @ 1% provision effective from December 31, 2008..

### **3.2 POLICY FOR LOAN WRITE OFF**

In course of conducting credit operations by banks the quality of a portion of their loan portfolio, in many cases, deteriorates and uncertainty arises in realizing such loans and advances. These loans are adversely classified as per existing rules and necessary provision has to be made against such loans. Writing off bad loans having adequate provision is an internationally accepted normal phenomenon in banking business. Owing to the reluctance of banks in Bangladesh in resorting to this system their balance sheets are becoming unnecessarily and artificially inflated. In order to avoid possible legal complications in retaining the claims of the banks over the loans written off section 28 ka has been incorporated in 2001 in the Bank Company Act, 1991. In this context the following policies for writing off loans are being issued for compliance by banks:

Banks may, at any time, write off loans classified as bad/loss. Those loans which have been classified as bad/loss for the last five years and for which 100% provisions have been kept should be written off without delay. After issuance of this circular the process of writing off all other loans classified as bad/loss should be started immediately. Under the process the oldest bad/loss classified loans should be considered first for written off.

Banks may write off loans by debit to their current year's income account where 100% provision kept is not found adequate for writing off such loans.

All out efforts should be continued for realizing written off loans. Cases must be filed in the court of law before writing off any loan for which no legal action has been initiated earlier.

A separate "Debt Collection Unit" should be set up in the bank for recovery of written off loans.

In order to accelerate the settlement of law suits filed against the written off loans or to realize the receivable written off loans any agency outside the bank can be engaged.

A separate ledger must be maintained for written off loans and in the Annual Report/Balance Sheet of banks there must be a separate "notes to the accounts" containing amount of cumulative and current year's

loan written off.

In spite of writing off the loans the concerned borrower shall be identified as defaulter as usual. Like other loans and advances, the writing off loans and advances shall be reported to the Credit Information Bureau (CIB) of Bangladesh Bank.

Prior approval of Bangladesh Bank shall have to obtain in case of writing off loans sanctioned to the director or ex-director of the bank or loans sanctioned during the tenure of his directorship in the bank to the enterprise in which the concerned director has interest (as per explanation contained in section 27(2) of the Bank Company Act, 1991).

### **3.3. POLICY FOR RESCHEDULING OF LOANS**

Experience shows that the existing system of loan rescheduling has created impediments in the way of realizing defaulted loans. Specially, a tendency has been observed among the defaulted borrowers to avail the opportunity of loan rescheduling again and again without any definite business rationale. Some confusions have also cropped up relating to the condition of cash deposit as down payment for loan rescheduling. After careful and overall review of the aforesaid problems and in suppression of all previous instructions the following detailed policies for rescheduling of loans are being issued for compliance by banks:

Guidelines for Consideration of Loan Rescheduling Applications:

While considering loan rescheduling application the banks shall follow the under mentioned guidelines:

When a borrower asks for rescheduling of loans the banks shall examine the causes as to why the loan has become non-performing. If it is found from such review that the borrower has diverted the funds elsewhere or the borrower is a habitual loan defaulter the bank shall not consider the application for loan rescheduling. Instead, the bank shall take/continue all legal steps for recovery of the loans.

At the time of considering loan rescheduling proposal bank must assess the borrower's overall repayment capacity taking into account the borrower's liability position with other banks.

In order to ensure whether the borrower would be able to repay the rescheduled instalments/existing liability the bank shall review the borrower's cash flow statement, audited balance sheet, income statement and other financial statements.

Bank officers should ensure, if required, by spot inspection of the borrower's company/business place, that the concerned company/business enterprise will be able to generate surplus to repay the rescheduled liability. Such inspection reports should be preserved by the banks.

If a bank is satisfied after due diligence mentioned above that the borrower will be able to repay, the loan may be rescheduled. Otherwise, bank shall take all legal steps to realize the loan, make necessary provision and take measures to write-off.

The rescheduling shall be for a minimum reasonable period of time.

At the time of placing the rescheduling proposal before the Board of Directors the Bank shall apprise the Board in details, what would be implications of such loan rescheduling on the income and other areas of the bank.

## **Rescheduling of Term Loans:**

The loans which are repayable within a specific time period under a prescribed repayment schedule are treated as Term Loans. For rescheduling such loans following policies shall, henceforth, be followed:

Application for first rescheduling will be considered only after cash payment of at least 15% of the overdue instalments or 10% of the total outstanding amount of loan, whichever, is less;

Rescheduling application for the second time will be considered after cash payment of minimum 30% of the overdue instalments or 20% of the total outstanding amount of loan, whichever, is less;

Application for rescheduling for more than two times will be considered after cash payment of minimum 50% of the overdue instalments or 30% of the total outstanding amount of loan, whichever is less;

Explanation: If any loan is rescheduled once before issuance of this policy the conditions set forth in this circular for second rescheduling shall be applicable for rescheduling of such loans. Likewise, the terms for 3rd rescheduling as per this circular shall be applicable for rescheduling of any loan which has already been rescheduled twice.

## **Rescheduling of Demand and Continuous Loan:**

The loans which can be transacted without any specific repayment schedule but have an expiry date for repayment and a limit are treated as Continuous Loan. In addition, the loans which become repayable after those are claimed by the bank, are treated as Demand Loans. If any contingent or any other liabilities are turned to forced loan (i.e. without any prior approval as regular loan) those also are treated as Demand Loans. For rescheduling of Demand and Continuous Loans the rates of down payment, depending on the loan amount, shall be as under:

<b>Amount of Expired Loan</b>	<b>Rate of Down Payment</b>
Up to Tk. 1 crore	15%
Tk. 1 crore to Tk. 5 crore	10% (not less than Tk. 15 lakhs)
Tk. 5 crore and above	5% (not less than Tk. 50 lakhs)

More policies relating to rescheduling of demand and continuous loan and other conditions for rescheduling of loans are available in BRPD circular no.01 dated 13 January ,2003.

### **References:**

- 1) BRPD circular No. 05 dated 05.06.2006
- 2) BRPD circular No.08 dated 07.8.2007
- 3) BRPD circular No. 10 dated 18.09.2007

## **Section 4                      Policy regarding Amendment of CIB database**

Credit information submitted by different banks/FIs need corrections for any kind of change and modification of data. It may happen due to wrong submission, incompleteness or changes in subject or contract data. For example, changes may occur in the ownership of a company say, Proprietorship, Partnership, Public limited or private limited and so on. Any information of subject or contract data might be dropped at the time of monthly batch contribution. Then there is a scope of uploading this type of dropped information. Sometimes, changes occur in contract data by rescheduling, renewal or full payment of the outstanding balance between monthly contribution periods, then this type of amendment can be done by submitting necessary documents to this bureau. Banks /FIs can partly update the data that is required to correct at the time of their monthly batch contribution through uploading respective subject or contract data to the system for which they are permitted to do. For making amendment to any component of subject or contract data banks/FIs need to send necessary documents via E-mail or submit physically to this bureau. The documents that are needed to correct subject data or contract data are given below:

### **4.1 . Correction of subject data:**

Banks/FIs need to abide by the following rules while any correction related to subject data (owner/Director/Partner/Guarantor) in CIB database is inevitable-

- 1) If one or more than one person need to be included in the board of directors of a public/private Ltd. company then the reporting bank of that company will upload the subject data of that/those persons in the following month's batch contribution. Banks/FIs should verify the form-XII certified by RJSC before this change.
  
- 2) In case of going out from the board of directors of one or more members (directors) of a private/public limited company, amendment of this type in CIB database has to be done by CIB officials. Banks /FIs are not permitted for this type of correction. Form XII certified by RJSC, memorandum and Articles of Association certified by RJSC and approval of the respective bank's board of directors in favor of this change (According to article 27ka of Bank Company Act, 1991) has to be submitted with forwarding letter to this bureau.

It is important to mention here that if there are more than one banks concerned with this correction the suggestions for this correction have to be unique from every banks/FIs.

- 3) If a partner of a partnership Company wants to leave the company then the concerned reporting banks/financial institutions will send the necessary documents like Partnership Deed, Deed of desolation along with the forwarding letter through E-mail or physically to this bureau. In case of inclusion of a partner,

the respective banks/financial institutions will upload the subject data of that company in the following month's batch contribution.

4) If a change occurs in the ownership of a proprietorship company the supporting trade license along with a forwarding letter have to be submitted for the required correction and it will be done by CIB itself.

#### **4.2. Correction of contract data**

If the status of any contract needs to be updated after rescheduling or adjustment of total outstanding balance of a loan between monthly batch contributions then the respective banks/financial institutions will send application to CIB requesting for making necessary amendment to this contract. In this case, transaction documents (Money Receipt, Voucher), account statement, a prescribed certificate related to rescheduling, adjustment or renewal of a loan issued by the branch manager and two contract forms stating previous and updated position of the contract have to be submitted along with the forwarding letter.

#### **4.3. If it is necessary to correct the following cases**

- 1) A mistake is made at the time of reporting the name of an individual/institutional borrower/guarantor/owner/director/partner of a company
- 2) An abbreviated name of an individual or a company needs to be replaced by the elaborated one.
- 3) The authority of a business needs to be delegated to another person due to death of an individual /owner/director/partner of a company
- 4) The name of an individual/ guarantor/ owner of a company changes

Then SSC certificate, national ID, Trade license, Partnership Deed, Memorandum and Articles of Association(certified by RJSC), Form-XII (certified by RJSC), Succession certificate, power of Attorney and Affidavit are required to submit to CIB , wherever is necessary.

**4.4.** If the status of a company changes then the following documents have to be submitted to this bureau for necessary correction.

<b>Type of Company</b>	<b>Required Documents</b>
Proprietorship to Partnership	Trade license, Partnership Deed
Partnership to Proprietorship	Deed of Desolation, Trade license
Proprietorship to Limited company	Memorandum and Articles of Association(certified by RJSC), Trade License
Partnership to Limited company	Memorandum and Articles of Association(certified by RJSC), Deed of Desolation
Private Ltd. To Public Ltd.	Memorandum and Articles of Association(certified by RJSC)
Private Limited Co. to Partnership	Memorandum and Articles of Association(certified by RJSC), Partnership Deed

**4.5.** If there any objection is raised by the borrower through “Undertaking- Kha” in respect of CIB report which he/she received from a bank/FI then CIB takes appropriate steps with a view to dissolving the matter and makes necessary amendments to CIB database in this connection.

**4.6.** If there any Stay Order on a borrower (Individual/ Institutional) or an owner/director of a company is passed by the honorable High Court and CIB is directed to implement that order then necessary correction(s) is/are initiated by CIB.

## **Section 5 Policy regarding Monitoring and Supervision of CIB Operations**

In this section, how CIB operations of different Banks/FIs will be monitored and supervised for obtaining maximum output from the CIB Online system is discussed. All the monitoring and supervision activities of different CIB operations of Bank/FI(s) will be done according to the article 44 of Bank Company Act 1991. The areas which will be highlighted are given below:

- I) to verify the authenticity of CIB report prepared through online system by the banks/FIs.
- ii) to check the correctness of credit information reported in monthly batch contribution
- iii) to find out whether any loan is dropped from reporting at the time of batch contribution or status of a loan is modified willingly
- iv) to ensure less time in correcting any information of CIB database by Bank/FIs
- vi) to take necessary steps regarding any written complain made by a borrower which is under jurisdiction of CIB
- vii) to ensure that only the authorized persons of Bank/FIs who have user identifications are involved in generating CIB reports of their clients

## **Section 6**

### **Users of the CIB online System**

CIB report contains credit information of a borrower which is very important, confidential and sensitive. In article 46 of Bangladesh Bank order, 1972, there are directions and guidance for restricted use of credit information. In this article, restrictions are also imposed for not to disclose any credit information to the clients or others. Furthermore, in this article, it is also said that even Bangladesh Bank and other commercial banks/FIs are not entitled to disclose or transfer any complete credit information of borrowers.

CIB report has substantial impact on decision making regarding sanctioning, making renewed, rescheduling and adjustment of a credit facility. It helps the banks/financial institutions in credit appraisal of borrowers and credit risk analysis. It also assists in knowing loan status of a borrower even he/she does not have any default loan and this type of information have a significant role in making decision regarding extension of a loan or advance. It also facilitates in reducing loan-processing time, costs and probability of being default to a considerable extent. A CIB report consists of total credit information of a borrower gives an idea about the creditworthiness of that borrower as well as his repayment behavior. As a result, banks/FIs can make decision about sanctioning a loan easily. As complete credit information of a prospective or existing borrower is inevitable in credit operations of all banks/FIs, so all banks and FIs are the users of the CIB online system.

It is important to mention here that other organizations (other than Banks/FIs) namely Ministry of Finance, Ministry of Commerce and Industry , Ministry of Expatriates' Welfare and Overseas employment, Securities and Exchange Commission (SEC), Board of Investment (BOI), National Board of Revenue (NBR), Election Commission, other government organizations and different departments of Bangladesh Bank will be provided with total or partial credit information of individuals by CIB as per requirement of those organizations as provided previously.

## **Section 7 Procedure of Registering with the CIB Online System**

To connect with the CIB Online system bank/FIs have to be registered with CIB Online Service. In order to do the registration bank/FIs need to submit an application in a prescribed format (*Annex- G*) to CIB. They also need to make User Registration Agreement and CIB Online System Agreement and Indemnity (on a non-judicial stamp of Tk. 150). CIB Online System Agreement and Indemnity is given in *Annex-I* of Annexure. Now all issues relating to registration process are discussed below:

### **7.1. Issues concerned with User Registration Agreement**

Bank/FIs need to collect the **prescribed format of User Registration Agreement** at the time of registering for CIB Online Service. All important issues of User Registration Agreement are summarized below:

#### **7.1.1. Registration/Account**

a. In Registration, a bank/FI will be provided with

- 1) FTP (File Transfer Protocol) User: a set of unique identification codes ("User Name") and ("Password") will be required to contribute monthly data in the online database Service.
- 2) A2A (Application to Application) User: a set of unique identification codes ("User Name") and ("Password") will be required to use the available online services in A2A.
- 3) Online/Web User: a set of unique identification codes ("User Name") and ("Password") for each user of the web channel that will be used to inquire from the CIB Online system.

b. For all the above types of user bank/FI must collect the credentials (Username & Password) from the bureau after submitting the registration form. Bank/FI must pay necessary registration fees before submitting the registration form. All payment method will be as per CIB manual.

c. Bank/FI must not resell anybody, in whole or part, or otherwise commercially exploit, assign or transfer its right to use the Service. Bank/FI must not make its User Name or Password available to others, nor allow use of the Service by others through its User Name or Password

d. Bank/FI agrees to accept sole responsibility and liability for maintaining the confidentiality of its assigned User Names and Passwords, for restricting access to its User Names and Passwords and for all use, whether authorized or unauthorized, of the Service under its User Names or Passwords.

e. Bank/FI's users must change the default credentials (Username & Password) provided from the bureau during user registration and maintain its confidentiality at his/her own responsibility.

#### **7.1.2. Information to be submitted**

As part of the registration process, the Registrant is required to provide certain information as needed to keep it complete and accurate. The information that must be provided in connection with the User Registration form must be correct.

### **7.1.3. Obligations Relating to Provided Data**

In the event that, in registering the User Accounts, the Registrant is providing information about their respective officials, the Registrant hereby represents that

- (1) They have provided information as set forth in this Agreement, and
- (2) That the Registrant has obtained appropriate consent to the disclosure and use of information as set forth in this Agreement. Willfully providing inaccurate information will constitute a material breach of this Agreement and will be sufficient basis for cancellation of bank/FI's registration.

### **7.1.4. Information for Bank/FI**

a. The bank/FI will be solely responsible for the accuracy and truthfulness of the information it provide in its Registration Form. CIB will be entitled to rely on the existing version of the information it provide.

b. CIB will, and the bank/FI expressly authorize CIB to, use the information it provide in its registration form to:

- i. provide and administer the Service including, without limitation, processing payments as set forth under 'Billing' below;
- ii. Communicate with the bank/FI about further requirement by CIB;

### **7.1.5. Listings**

The Service may be used only for lawful purposes by banks and Financial Institutes to collect CIB Reports by using different categories of enquiry (New Contract enquiry, existing contract inquiry, check inquiry etc.) and submit monthly data contributions. CIB RESERVES THE RIGHT TO REJECT OR REMOVE ANY LISTING IN ITS SOLE DISCRETION.

### **7.1.6. Billing**

a. Bank/FI will be billed at the end of each month based on the log generated from the system on the use of services by it in the listings. The CIB reserves the right to change rates or institute new fees at any time upon written or electronic notice to it and any such changes will apply to any Listings after the date of such notice. All charges are non-refundable, and CIB does not guarantee or make any representation concerning the result or success of any Listing. All payment method will be as per CIB Manual.

b. If for any reason any bank or FI is unable to pay charges to the Bureau, CIB will suspend its use of the Service and promptly notify it and upon receipt of such notice it will promptly pay any outstanding Charges.

### **7.1.7. Intellectual Property Rights**

CIB will own and retain all right, title and interest in and to the Service and any related content (including text, images and other data, information, materials, features or technology), patents, business logic, trademarks, service marks or copyright materials. CIB grants bank/FI a limited, non-transferable, non-exclusive license to use the Service in accordance with the terms of this Agreement.

### **7.1.8. User Restrictions**

a. Bank/FI agrees that, in using the Service, it will at all times:

i. comply with this Agreement and its Terms of Use and Privacy Policy and Bangladesh Bank Order 1972 and existing circulars & circular letters issued by CIB;

ii. not use the Service to publish or display any Listings or other content or information that::

(i) is defamatory or unlawful; (ii) is obscene or pornographic; (iii) violates employment or discrimination laws and regulations; (iv) infringes third party copyright, trademark or similar rights; or (v) contains viruses, trojan horses, worms, robots or other computer programming routines intended to damage, interfere with, intercept or expropriate system, data or personal information;

iii. not take any action that would expose CIB or its officers, information providers or affiliates to liability to any third party; and

iv. not take any action that would violate the security or interfere with the operations of the Service, whether intentionally, negligently or otherwise.

b. Bank/FI agrees that, in using the Service, it will not:

i. use the information in any Listing for any purpose other than evaluation of credit risk of a Client, where Client is defined as a customer of the Bank/FI that has requested a new credit relationship with such Bank/FI or who already has a credit relationship with them, including any related Co-Borrowers, Guarantors, and Owners/Shareholders of Companies

ii. post or submit any incomplete, false or inaccurate information or information which is not its own;

c. If CIB is convinced that the bank/FI is using the Service in violation of any term and conditions of this agreement, Bangladesh Bank Order 1972 and all circulars issued By CIB, we may revoke each applicable Listing and/or suspend Bank/FI's use of the Service and may take legal and regulatory actions according to the Governing law mentioned in section 7.1.3. The Bank/FI might be notified by e-mail to the e-mail address provided by it in its Registration. Complying with all the instruction to the satisfaction of CIB is a pre-requisite for the continued use of the service.

### **7.1.9. Termination.**

CIB reserves the sole right to remove any or all user of any bank or FI, cancel registration and terminate the contract any time without prior notice.

### **7.1.10. Disclaimer of Liability**

The Service is provided on an 'as is' basis without any warranties of any kind. CIB, to the fullest extent permitted by law, disclaims all warranties with respect to the Service, including the warranty of merchantability, non-infringement or third party rights, and the warranty of fitness for a particular purpose. CIB makes no warranties about the accuracy, reliability, completeness, intent and usefulness of data

provided/contributed through any channel by any banks/FIs. CIB makes no warranty about timeliness of the online services as it depends on the services of third party Internet Service Provider.

#### **7.1.11. Indemnity and Release**

a. As a material inducement to provide bank/FI with use of the Service, it agrees to indemnify, defend and hold CIB, and its officers, information providers, and affiliates (collectively, the "Indemnified Parties") harmless from and against any and all demands, damages, liability, claims, actions, demands and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by bank/FI of this Agreement, including, reasonable attorneys' fees and costs.

b. If the bank/FI has a dispute involving the Service with a third party, it releases each of the Indemnified Parties from all claims, demands, damages, liability, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

#### **7.1.12. Punishment/Penalty**

CIB holds the right to punish or charge penalties according to Bangladesh Bank Order 1972, if any registered bank/Financial institute intentionally exhibits negligence or breaches any of the terms and conditions of this agreement, Bangladesh Bank Order 1972, Chapter IV and Circulars issued by this department.

#### **7.1.13. Governing Law**

This Agreement will be governed by and construed in accordance with the substantive laws in force in Bangladesh Bank Order 1972 and all circulars issued by CIB. The court will have exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction.

#### **7.1.14. General Provisions**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. This Agreement, including the Terms of Use and Privacy Policy which are incorporated herein, is the entire agreement between CIB and the bank/FI relating to the Service and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Service.

**7.2** Following notes are important for filling out the registration form. Registration Form is available in Annex-H of Annexure.

- a) All user registration fees must be paid in advance.
- b) Submitting the filled registration form will imply that the registrant organization will abide by the user registration (*username & Password*) and dispute policy.
- c) Initially 5 username and password will be provided by the bureau for a specific organization. If any bank/FI requires more than that it can apply for that showing appropriate reasons.
- d) Username and passwords will have to be collected from the bureau within 3 working days after submission of the registration form.

**Requirements:**

The only requirements to access the System are an Internet Connection and the following browsers:

- Internet Explorer V. 6.0 or higher versions (Guaranteed – V.8.0 suggested) or
- Mozilla Firefox V 3.5 or higher versions (Supported but not guaranteed).
- Filezilla 3.3.4.1 and higher for submission of monthly contribution through FTP.

We also suggest a PDF reader for downloading and reading the CIB reports and Notepad++ for reading error files.

**Registration**

The first step is to register bank/FI's institution to receive the unique FTP user name and password. If required, a unique A2A user name and password can also be provided. Additionally, to access the system via web, the institution will need to register each User at CIB. To register a user, the Institute needs to

- Collect the registration form from the bureau or Bangladesh Bank website and
- Submit the form indicating:  
Institute code, Institute name, Branch code, Branch name, Individual name, Access level, Address and

reference person to whom the login and password must be communicated.

**There are three possible access levels:**

Institute level – can see all inquiries performed by any user within the same Institute

Branch level - can see all inquiries performed by any user within the same branch of the Institute User

level - can only see inquiries they performed themselves

CIB will receive the notifications of registration, proceed with the registration, and communicate the relevant login information to the user. In case of Web users, the first password will be a general password that the user will be requested to change at the first logon.

**Rules for Web usernames and passwords:**

**Periodicity and deactivation**

1. The bank/FI must change its password to link to its username after first successful login.

2. Afterwards, the password will expire every 30 days and, with this periodicity, the system will ask the bank/FI to change it.
3. After 5 incorrect login attempts, the username will be deactivated; in order to reset the password bank/FI need to contact CIB.

**Password format**

Rules for password choice:

Length:

minimum: 8 characters

maximum: 127 characters

UPPER CASE or lower case: allowed - (if a bank/FI sets a password with UPPER CASE and/or lower case, it will have to respect the chosen combination to access to the web site)

Needed characters: password must contain at least one letter and at least one number

Constraints: the new password must be different from the 6 previous passwords

## **Section 8                      Operating Procedures of CIB Online Services**

In this section, different procedures of CIB online operations are depicted. Starting from uploading credit information of borrowers to the system to retrieving credit information of prospective/existing borrowers from the system by different banks/Financial Institutions are discussed. Correction of subject data and contract data are also described in this part of guideline. All the processes are summarized below:

### **8.1 Monthly Batch contribution:**

In monthly batch contribution, all banks and FIs are to upload credit information of their clients to the system on monthly basis. In the user guide Manual for batch monthly contribution (*Annex-I*), all the formalities pertaining to monthly batch contribution are illustrated. Instructions regarding monthly batch contribution include contract data file, subject data file, type of link etc. are given in that user guideline. Users have also the scope of familiarizing with different components of subject data and contract data using this manual.

If the lending institutions fail to contribute data within the cut-off date (*Annex- B*) then show cause notice will be served to defaulting banks/financial institutions.

If explanation from the defaulting bank/financial institution is found unsatisfactory then penalty (*Annex- C*) will be imposed on the concerned bank/FI after taking approval of the competent authority.

### **8.2 Generating CIB reports through online system:**

Banks/FIs need CIB reports in order to assess their prospective/existing borrowers about their creditworthiness. In online system, bank/FI which is connected with the CIB online System will prepare their clients' CIB reports by themselves. In the Web and A2A User guide (*Annex-J*) the way of generating a CIB report is discussed elaborately. The user can get information relating to log in to the system and how a client's credit information can be found using different options of the system like new contract inquiry, existing contract inquiry, check inquiry etc is also detailed. Users can also get the information what is necessary for inquiring a client using online system.

CIB officials provide CIB reports comprised of complete or partial credit information of borrowers in case of any request made by any organization other than banks/FIs like ministry of Finance, Ministry of Commerce, Ministry of Expatriates' Welfare and Overseas Employment, SEC, BOI, NBR, Election Commission and different departments of Bangladesh Bank depending on the requirement of those organizations.

### **8.3 Correcting different information of CIB database:**

One of the important tasks of CIB is to correct different information of CIB Database. The necessity for correcting information contained in CIB Database may arise from the reporting bank/FI as well as from the bank/FI which needs CIB report of its client. Depending on the nature of correction it is either done by CIB or by the reporting bank/FI. Different information of subject or contract data may be corrected by the reporting bank/FI at the time of monthly batch contribution. If any correction in CIB database needs to be done between the monthly batch contributions, the bank/FI(s) have to submit required documents necessary for that amendment to CIB requesting to correct the information. Detailed information regarding amendment of subject and contract data is discussed in earlier section of this guideline. Different types of correction are done in CIB database. For example, Modifications in name/Father's/Mother's/Husband's name of borrower/Owners, different addresses and any information of subject data, Changes in ownership of companies ( Proprietorship, Partnership, Limited company etc.), Rescheduling, Adjustment and any other correction of contract data.

### **8.4 Monitoring and Supervision related to CIB Operations:**

Since banks/FIs generate CIB reports by their own it may have malpractices while preparing reports due to negligence, lack of experience or lack of efficiency of banks/FIs concerned. A particular loan might be dropped or a status of a loan might be altered willingly at the time of monthly batch contribution. Sometimes, banks/FIs may produce wrong, adulterant, incomplete/partial CIB report due to unethical relationship with the borrowers. For these reasons, CIB needs to monitor and supervise different activities of banks/FIs related with CIB operations. If there any irregularity is found in producing CIB report or in monthly batch contribution, CIB will take proper legal action against those organizations according to the article 48 of Bangladesh Bank order, 1972. Policies pertaining to monitoring and supervision of CIB operations are depicted in section 5 of this guideline.

# ***ANNEXURE***

**Bangladesh Bank Order, 1972**  
**(President's Order No. 127 of 1972)**

**Incorporating all amendments**  
**thereto upto March 10, 2003**

**CHAPTER-IV**

COLLECTION AND FURNISHING OF CREDIT INFORMATION

42. In this Chapter, unless the context otherwise requires,--
- (a) "banking company" means the banking company as defined in [clause (cc) of article 2 of this Order]<sup>1</sup> and includes the apex co-operative bank or any other banking or financial institution notified by the Government in this behalf;
  - (b) "borrower" means any person to whom any credit limit has been sanctioned by any banking company, whether availed of or not, and includes--
    - i) in the case of a company or corporation, its subsidiaries;
    - ii) in the case of a Hindu undivided family, any member thereof or any firm in which such member is a partner;
    - iii) in the case of a firm, any partner thereof or any other firm in which such partner is a partner; and
    - iv) in the case of an individual, any firm in which such individual is a partner;
  - (c) "credit information" means any information relating to--
    - i) the amounts and the nature of loans or advances and other credit facilities granted by a banking company to any borrower or class of borrowers;
    - ii) the nature of security taken from any borrower for credit facilities granted to him; and
    - iii) the guarantee furnished by a banking company for any of its customers.
43. The Bank may--
- (a) collect, in such manner as it may think fit, credit information from every banking company; and
  - (b) furnish such information to any banking company in accordance with the provisions of Article 45.
44. (1) For the purpose of enabling the Bank to discharge its functions under this Chapter, it may at any time direct any banking company to submit to it such statements relating to such credit information and in such form and within such time as may be specified by the Bank from time to time.
- (2) A banking company shall, notwithstanding anything to the contrary contained in any other law for the time being in force or in any instrument regulating the "constitution thereof or in any agreement executed by it relating to the secrecy of its dealing with its constituents, be bound to comply with any direction issued under clause (1)."
- 45 (1) A banking company may, in connection with any financial arrangement entered into or proposed to be entered into by it with any person, make an application to the Bank in such form as the Bank may specify requesting it to furnish the applicant with such credit information as may be specified in the application.
- (2) On receipt of an application under clause (1), the Bank may, as soon as may be furnish the applicant with such credit information relating to the matters specified in the application, as may be in its possession:

Provided that the information so furnished shall not disclose the names of the banking companies which have submitted such information to the Bank.

- (3) The Bank may in respect of each application levy such fees, as it may deem fit, for furnishing credit information.
- 46 (1) Any credit information contained in any statement submitted by a banking company under Article 44 or furnished by the Bank to any banking company under Article 45 shall be treated as confidential and shall not, except for the purposes of this Chapter, be published or otherwise disclosed.
- (2) Nothing in this Article shall apply to --
    - (a) the disclosure by any banking company, with the previous permission of the Bank, of any information furnished to the Bank under article 44;
    - (b) the publication by the Bank, if it considers necessary in the public interest so to do, of any information collected by it under Article 44, in such consolidated form as it may deem fit without disclosing the name of any banking company or its borrowers.
  - (3) Notwithstanding anything contained in any law for the time being in force, no court, tribunal or [other authority except Parliament]<sup>1</sup> shall compel the Bank or any banking company to produce or to give inspection of any statement submitted by that banking company under Article 44 or to disclose any credit information furnished by the Bank to that banking company under Article 45.
47. No person shall have any right, whether in contract or otherwise, to any compensation for any loss incurred by reason of the operation of any of the provisions of this Chapter.
- 48 (1) If any banking company--
  - (a) fails to submit any statement required under Article 44 or submits under the Article a statement which is false in any material particular; or
  - (b) fails to comply with any condition imposed under this Chapter, every director or other officer of the company and every other person who is knowingly a party to the breach shall be punishable with fine which may extend to [Taka five lakh]<sup>2</sup>
- (2) If any person discloses any credit information, the disclosure of which is prohibited under Article 46, he shall be punishable with imprisonment which may extend to six months or with fine which may extend to [Taka one lakh]<sup>3</sup> or with both.

ক্রেডিট ইনফরমেশন ব্যুরো  
বাংলাদেশ ব্যাংক  
প্রধান কার্যালয়  
ঢাকা।

সিআইবি সার্কুলার নং-০১/২০১০

তারিখঃ ১৭ চৈত্র, ১৪১৬  
৩১ মার্চ, ২০১০

বাংলাদেশের সকল তফসিলী ব্যাংক/আর্থিক প্রতিষ্ঠান

**বিষয়- CIB Online চালুর প্রক্রিয়ায় ব্যাংক/আর্থিক প্রতিষ্ঠান কর্তৃক শুধুমাত্র মাসিক  
ভিত্তিতে ঋণতথ্য বিবরণী সিআইবিতে প্রেরণ প্রসংগে।**

প্রিয় মহোদয়,

বর্তমানে ব্যাংক/আর্থিক প্রতিষ্ঠানসূহ কর্তৃক ঋণ তথ্য মাসিক ও ত্রৈমাসিক ভিত্তিতে সিআইবিতে প্রেরিত হয়ে থাকে। CIB Online চালুর প্রক্রিয়ায় ব্যাংক/আর্থিক প্রতিষ্ঠানসমূহকে ঋণতথ্যের মাসিক ও ত্রৈমাসিক রিপোর্ট একীভূত করে শুধুমাত্র মাসিক ভিত্তিতে রিপোর্ট করতে হবে। সে লক্ষ্যে ব্যাংক/আর্থিক প্রতিষ্ঠানসমূহকে মার্চ, ২০১০ থেকেই তথ্য-উপাত্তের বর্তমানে প্রচলিত মাসিক ও ত্রৈমাসিক বিবরণীর পরিবর্তে (ক্রেডিট কার্ড রিপোর্টিংসহ) শুধুমাত্র মাসিক বিবরণী রিপোর্ট করতে হবে। সিআইবি সার্কুলার নং-০২/২০০৫ তারিখঃ ১৪/০৬/২০০৫ ইং মোতাবেক ঋণগ্রহীতাদের ঋণতথ্যের বিবরণী ব্যাংক/আর্থিক প্রতিষ্ঠান কর্তৃক অত্র ব্যুরোতে দাখিলের এবং উহার সংশোধনের যে সময়সীমা নির্ধারিত ছিল তা নিম্নোক্তভাবে পুনঃনির্ধারণ করা হলো :-

- ১) সকল ব্যাংক/আর্থিক প্রতিষ্ঠানসমূহ তাদের মাসিক ঋণ তথ্যের বিবরণী Soft কপি পরবর্তী মাসের ২০ তারিখ পূর্বাংহে (১২.০০টার মধ্যে) অবশ্যই ব্যুরোতে দাখিল করতে হবে। উল্লেখ্য যে, বাংলাদেশ হাউজ বিল্ডিং ফাইন্যান্স কর্পোরেশন (HBFC) এর ক্ষেত্রেও একই নিয়ম প্রযোজ্য হবে।
- ২) ব্যাংক/আর্থিক প্রতিষ্ঠানগুলো Error List প্রাপ্তির পরবর্তী ৩ দিনের মধ্যে যথাযথ সংশোধন পূর্বক পূর্ণাঙ্গ তথ্যের চূড়ান্ত Hard কপি ও Soft কপি অত্র ব্যুরোতে দাখিল করবে। অতএব, ব্যাংক/আর্থিক প্রতিষ্ঠানসমূহকে পুনঃনির্ধারিত সময়সীমা যথাযথভাবে পরিপালনের জন্য অনুরোধ করা হলো।

উল্লেখ্য, সিআইবি সংক্রান্ত অন্যান্য সার্কুলারের নির্দেশাবলী অপরিবর্তিত থাকবে।

(মোঃ আব্দুল হাই)  
মহাব্যবস্থাপক  
ফোন : ৭১২০৯৩৮

## ক্রেডিট ইনফরমেশন ব্যুরো

বাংলাদেশ ব্যাংক  
প্রধান কার্যালয়  
ঢাকা।

সিআইবি সার্কুলার নং-০২/২০১১

তারিখঃ ০৪ মে, ২০১১ ইং  
২১ বৈশাখ, ১৪১৮ বাংলা

বাংলাদেশের সকল তফসিলী ব্যাংক/আর্থিক প্রতিষ্ঠানসমূহ

**বিষয়ঃ** সিআইবি অনলাইন সার্ভিসের রেজিস্ট্রেশন ফি, অনলাইন প্রক্রিয়ায় প্রস্তুতকৃত সিআইবি রিপোর্টের সার্ভিস চার্জ আরোপ ও আদায়, অনলাইন সিস্টেমে মাসিক ভিত্তিতে ঋণতথ্য যথাসময়ে Upload এ ব্যর্থ ব্যাংক/আর্থিক প্রতিষ্ঠানের বিরুদ্ধে জরিমানা আরোপ ও আদায় এবং সিআইবি রিপোর্টে সন্নিবেশিত ঋণতথ্যের গোপনীয়তা ভঙ্গের জন্য জরিমানা আরোপ ও আদায় প্রসঙ্গে।

প্রিয় মহোদয়,

সিআইবি অনলাইন কার্যক্রমের আওতায় নিম্নোক্ত নীতিমালাসমূহ আপনাদের অবগতি ও পরিপালনের নিমিত্তে জারী করা হলো-

১। রেজিস্ট্রেশন ফি আরোপ ও আদায়ের পদ্ধতি :

সিআইবি অনলাইন Connectivity এর জন্য প্রতিটি ব্যাংক ও আর্থিক প্রতিষ্ঠানকে রেজিস্ট্রেশন করতে হবে বিধায় রেজিস্ট্রেশন ফি বাবদ ১০,০০০/- (দশ হাজার) টাকা আদায়যোগ্য হবে। রেজিস্ট্রেশনের সময় প্রাথমিকভাবে ০৩(তিন) টি User ID প্রদান করা হবে। পরবর্তীতে অতিরিক্ত User ID এর প্রয়োজন হলে উপযুক্ত কারণ প্রদর্শন পূর্বক সংশ্লিষ্ট ব্যাংক বা আর্থিক প্রতিষ্ঠানকে ব্যুরোতে আবেদন করতে হবে। এজন্য অতিরিক্ত প্রতিটি User ID এর জন্য ৫০০০/- (পাঁচ হাজার) টাকা আদায়যোগ্য হবে। রেজিস্ট্রেশন ফি ও User ID সংক্রান্ত সকল ফি মতিবিল অফিসে রক্ষিত সংশ্লিষ্ট ব্যাংকের/আর্থিক প্রতিষ্ঠানের হিসাব থেকে আদায়যোগ্য হবে।

২। সার্ভিস চার্জ আরোপ ও আদায়ের পদ্ধতি :

New Contract Enquiry এর মাধ্যমে কোন ব্যক্তি বা প্রতিষ্ঠানের ঋণতথ্য Retrieve করা হলে প্রতি ব্যক্তি বা প্রতিষ্ঠানের জন্য ১০০/- টাকা হারে চার্জ আরোপিত হবে। Existing Contract Enquiry এর মাধ্যমে কোন Co-Borrower, Guarantor, প্রতিষ্ঠানের মালিক, অংশীদার বা পরিচালকের ঋণতথ্য Retrieve করা হলে প্রতি ব্যক্তির জন্য ১০০/- টাকা হারে চার্জ আরোপযোগ্য হবে। New Contract Enquiry বা Existing Contract Enquiry এর মাধ্যমে ইনকোয়ারীকৃত ব্যক্তির স্বার্থসংশ্লিষ্ট প্রতিষ্ঠান সংক্রান্ত প্রতিটি Subject Link এর জন্য ১০/- টাকা হারে চার্জ আরোপিত হবে। CIB Subject code বা FI Subject code ব্যবহার করে Check Enquiry এর মাধ্যমে কোন ব্যক্তি বা প্রতিষ্ঠানের ঋণতথ্য Retrieve করা হলেও ১০/- টাকা হারে চার্জ আরোপযোগ্য হবে।

অনলাইন প্রক্রিয়ায় ব্যাংক ও আর্থিক প্রতিষ্ঠান কর্তৃক New Contract Enquiry, Existing Contract Enquiry, Check Enquiry Menu সমূহ ব্যবহার করার কারণে প্রতিটির জন্য সিস্টেমের log file এ সংশ্লিষ্ট ব্যাংক ও আর্থিক প্রতিষ্ঠানের FI code সম্বলিত একটি করে Record generate হবে। উক্ত log file এর উপর ভিত্তি করে প্রতি মাসান্তে ব্যাংক ও আর্থিক প্রতিষ্ঠান ভিত্তিক সার্ভিস চার্জের বিল প্রস্তুত করা হবে। এ বিলের অর্থ মতিবিল অফিসে রক্ষিত সংশ্লিষ্ট ব্যাংক/আর্থিক প্রতিষ্ঠানের হিসাব থেকে আদায়যোগ্য হবে এবং সার্ভিস চার্জ সংক্রান্ত বিলটি সংশ্লিষ্ট ব্যাংক/আর্থিক প্রতিষ্ঠানে প্রেরণ করা হবে।

৩। যথাসময়ে তথ্য Upload/সংশোধনে ব্যর্থ হলে :

(ক) প্রতিটি ব্যাংক ও আর্থিক প্রতিষ্ঠানকে তাদের ঋণগ্রহীতাদের ঋণতথ্য (৫০,০০০/- টাকা ও তদুর্ধ্ব বকেয়া স্থিতিসম্পন্ন সকল ঋণের এবং ক্রেডিট কার্ডের ক্ষেত্রে ১০,০০০/- টাকা ও তদুর্ধ্ব খেলাপী বকেয়া স্থিতিসম্পন্ন) মাসিক ভিত্তিতে (Monthly Batch Contribution) পরবর্তী মাসের ২০ তারিখের মধ্যে সিস্টেমে Upload করতে হবে। অন্যথায় ন্যূনতম ৫,০০০/- (পাঁচ হাজার) টাকা এবং নির্ধারিত তারিখের পরবর্তী দিনগুলোর জন্য দিনপ্রতি ১,০০০/- (এক হাজার) টাকা হারে সর্বোচ্চ ৫ (পাঁচ) লক্ষ টাকা জরিমানা আরোপিত হবে।

## পাতা-২

(খ) Monthly Batch Contribution এর মাধ্যমে ঋণ তথ্যাবলী সিস্টেমে Upload করার পর Error File প্রাপ্তির পরবর্তী ৩(তিন) দিনের মধ্যে প্রয়োজ্য ক্ষেত্রে সংশোধন/বিরোধ/সংশোধনের কাজ সম্পন্ন করে পুনরায় Batch File Upload করে অত্র ব্যুরোকে অবহিত করতে হবে, অন্যথায় ন্যূনতম ৫,০০০/- (পাঁচ হাজার) টাকা এবং উক্ত ৩(তিন) দিনের পরবর্তী বিলম্বিত সময়ের জন্য দিনপ্রতি ১,০০০/- (এক হাজার) টাকা হারে সর্বোচ্চ ৫ (পাঁচ) লক্ষ টাকা জরিমানা আরোপযোগ্য হবে।

৪। **Uploaded তথ্যের মধ্যে ভুল/মিথ্যা তথ্য প্রদান কিংবা তথ্য গোপন করা হলে :**

ব্যাংক/আর্থিক প্রতিষ্ঠান কর্তৃক Uploaded মাসিক বকেয়া ঋণ তথ্যের কোন অংশে মিথ্যা/ভুল পরিলক্ষিত হলে এবং তথ্য গোপন প্রমাণিত হলে সংশ্লিষ্ট ব্যাংক/আর্থিক প্রতিষ্ঠানের বিরুদ্ধে ন্যূনতম ৫০,০০০/- (পঞ্চাশ হাজার) টাকা এবং সর্বোচ্চ ৫ (পাঁচ) লক্ষ টাকা জরিমানা আরোপিত হবে।

৫। **সিআইবি রিপোর্টে সন্নিবেশিত ঋণ তথ্যের গোপনীয়তা ভঙ্গ করা হলে :**

ব্যাংক/আর্থিক প্রতিষ্ঠান কর্তৃক অনলাইনে প্রস্তুতকৃত সিআইবি রিপোর্টের গোপনীয়তা সংশ্লিষ্ট ব্যাংক/আর্থিক প্রতিষ্ঠান কর্তৃক রক্ষা করা না হলে (কোন ব্যক্তি, প্রতিষ্ঠান, সংস্থা বা আদালতের নিকট সিআইবি রিপোর্ট হস্তান্তর বা সিআইবি রিপোর্টের ঋণতথ্য পত্রের মাধ্যমে আংশিক বা সম্পূর্ণ প্রকাশ করা হলে) উক্ত ব্যাংক/আর্থিক প্রতিষ্ঠানের বিরুদ্ধে ন্যূনতম ১০,০০০/- (দশ হাজার) টাকা এবং সর্বোচ্চ ১,০০,০০০/- (এক লক্ষ) টাকা জরিমানা আরোপযোগ্য হবে।

৬। **জরিমানা আদায়ের পদ্ধতি :**

নির্ধারিত সময়ে Monthly Batch Contribution বা Error File এর প্রয়োজনীয় সংশোধন করতে ব্যর্থ ব্যাংক/আর্থিক প্রতিষ্ঠানকে বিলম্ব দিনের সংখ্যা, ভুল/মিথ্যা তথ্য প্রদানের প্রকৃতি ও মাত্রা অনুযায়ী এবং ঋণতথ্যের গোপনীয়তা ভঙ্গের বিষয় উদ্ঘাটিত হলে জরিমানার কারণ এবং জরিমানার টাকার পরিমাণ উল্লেখপূর্বক ব্যুরো হতে পত্র প্রেরণ করা হবে এবং "উক্ত জরিমানার টাকা কেন আদায় করা হবে না" মর্মে ব্যাখ্যা তলব করা হবে। ব্যাংক/আর্থিক প্রতিষ্ঠান কর্তৃক বর্ণিত ব্যাখ্যা যুক্তিযুক্ত প্রতীয়মান না হলে জরিমানা আরোপের বিষয়টি সংশ্লিষ্ট ব্যাংক/আর্থিক প্রতিষ্ঠানকে জানিয়ে ৭ (সাত) দিনের মধ্যে ব্যাংক ড্রাফট/পে-অর্ডার এর মাধ্যমে জরিমানার অর্থ পরিশোধের জন্য পত্র দেয়া হবে, অন্যথায় বাংলাদেশ ব্যাংকের মতিঝিল অফিসে রক্ষিত সংশ্লিষ্ট ব্যাংক/আর্থিক প্রতিষ্ঠানের হিসাব থেকে তা আদায়যোগ্য হবে।

শিরোনামোক্ত বিষয়ে ১৪/১০/২০০৪ ইং তারিখে ইস্যুকৃত সিআইবি সার্কুলার নং-০১/২০০৪ এর সকল নির্দেশাবলী সিআইবি অনলাইন কার্যক্রম চূড়ান্তভাবে শুরু হওয়ার পূর্ব পর্যন্ত বহাল থাকবে।

আপনাদের বিশ্বস্ত

(গৌরাঙ্গ চক্রবর্তী)

মহাব্যবস্থাপক

ফোন : ৭১২০৯৩৮

ক্রেডিট ইনফরমেশন ব্যুরো  
বাংলাদেশ ব্যাংক  
প্রধান কার্যালয়  
ঢাকা।

Website: www.bb.org.bd

সিআইবি সার্কুলার নং-০১/২০১৫

তারিখঃ ফেব্রুয়ারী ২৫, ২০১৫  
ফাল্গুন ১৩, ১৪২১

ব্যবস্থাপনা পরিচালক/ প্রধান নির্বাহী  
বাংলাদেশে কার্যরত সকল ব্যাংক ও আর্থিক প্রতিষ্ঠান

প্রিয় মহোদয়,

**সিআইবি ডাটাবেজে Monthly Batch Contribution এর অন্তর্বর্তী সময়ে  
কোন ঋণ নবায়ন/নিয়মিতকরণ/পুনঃতফসিল/সমন্বয় সংক্রান্ত তথ্য হালনাগাদ প্রসঙ্গে।**

উপর্যুক্ত বিষয়ে সিআইবি সার্কুলার লেটার নং-০১/২০০২ তারিখ ১৪/০৮/২০০২ এর প্রতি আপনাদের দৃষ্টি আকর্ষণ করা যাচ্ছে।

Monthly Batch Contribution এর অন্তর্বর্তী সময়ে কোন ঋণ নবায়ন/নিয়মিতকরণ/পুনঃতফসিল/সমন্বয় সংক্রান্ত তথ্য ঋণগ্রহীতা ব্যক্তি বা প্রতিষ্ঠানের বিশেষ প্রয়োজনে সিআইবি ডাটাবেইজ দ্রুততম সময়ে হালনাগাদের নিমিত্তে উক্ত সার্কুলার লেটার এর 'ক' অনুচ্ছেদ নিম্নোক্তভাবে প্রতিস্থাপন করা হল।

- (১) শিরোনামোক্ত তথ্য হালনাগাদের জন্য সার্কুলার লেটারে বর্ণিত কাগজপত্র সংযোজন ব্যতীত সংশ্লিষ্ট বিভাগীয় প্রধান বা উর্ধ্বতন কর্মকর্তা কর্তৃক স্বাক্ষরিত আবেদনপত্র প্রেরণ করতে হবে।
- (২) প্রয়োজনীয় কাগজপত্র ব্যাংক/আর্থিক প্রতিষ্ঠান নিজ দায়িত্বে যাচাই পূর্বক সংরক্ষণ করবে।
- (৩) আবেদন পত্রে FI Contract Code, নবায়ন/নিয়মিতকরণ/পুনঃতফসিল/সমন্বয় এর তারিখ এবং পুনঃতফসিলের ক্রমসংখ্যা ইত্যাদি তথ্যের উল্লেখ থাকতে হবে।
- (৪) আবেদন পত্রে ঋণটি নবায়ন/নিয়মিতকরণ/পুনঃতফসিল/সমন্বয়ে বিআরপিডি'র সংশ্লিষ্ট সার্কুলার সমূহ যথাযথভাবে পরিপালন করা হয়েছে মর্মে বিবৃতি দিতে হবে।
- (৫) অন্তর্বর্তী সময়ে হালনাগাদকৃত Contract Information পরবর্তী Monthly Batch Contribution এ যথানিয়মে Living বা Terminated হিসাবে রিপোর্ট করতে হবে।

এই সার্কুলারটি অবিলম্বে কার্যকর হবে।

আপনার বিশ্বস্ত

(মনছুরা খাতুন)

মহাব্যবস্থাপক

ফোন : ৯৫৩০১৩৩

ক্রেডিট ইনফরমেশন ব্যুরো  
বাংলাদেশ ব্যাংক  
প্রধান কার্যালয়  
ঢাকা।

Annex- E

সিআইবি সার্কুলার নং-০২/২০১৫

তারিখঃ সেপ্টেম্বর ৩০, ২০১৫  
আশ্বিন ১৫, ১৪২২

ব্যবস্থাপনা পরিচালক/ প্রধান নির্বাহী  
বাংলাদেশে কার্যরত সকল তফসিলি ব্যাংক ও আর্থিক প্রতিষ্ঠান।

প্রিয় মহোদয়,

**নিজস্ব উদ্যোগে প্রস্তুতকৃত New CIB Online Solution  
এর চালু করণ (Live Operation) প্রসঙ্গে।**

Upcoming CIB Online Solution দ্রুত বাস্তবায়ন প্রসঙ্গে অত্র ব্যুরোর পত্র নং-সিআইবি-২(৩)/২০১৫-১৭৬৬  
তারিখ ১৪/০৬/২০১৫ এর প্রতি আপনাদের দৃষ্টি আকর্ষণ করা যাচ্ছে।

আপনারা অবগত আছেন যে, বাংলাদেশ ব্যাংকের নিজস্ব উদ্যোগে New CIB Online Solution তৈরী করা  
হয়েছে। ০১ অক্টোবর ২০১৫ তারিখ হতে উক্ত Solution এর Live Operation চালু করা হবে। এতদ নিমিত্তে উক্ত  
সিস্টেমে সিআইবি সংশ্লিষ্ট তথ্য প্রেরণ এবং সিআইবি রিপোর্ট সংগ্রহে নিম্নোক্ত বিষয়গুলো অনুসরণ করতে হবে-

- (১) New CIB Online Solution এর জন্য আপনাদের প্রতিষ্ঠানকে ইতোমধ্যে সরবরাহকৃত User ID এবং  
Password এর মাধ্যমে ০১ অক্টোবর ২০১৫ তারিখ হতে নতুন সিস্টেমে সিআইবি রিপোর্ট প্রস্তুত করা।
- (২) শুধুমাত্র New CIB Online Solution এর Monthly Batch Contribution অব্যাহত রাখা।

উল্লেখ্য যে, ০১ অক্টোবর ২০১৫ হতে পূর্বের System বিলুপ্ত বলে গন্য হবে এবং সিআইবি সার্কুলার নং- ০২/২০১১  
তারিখঃ ০৪/০৫/২০১১ এর সকল নির্দেশনা New CIB Online Solution এর ক্ষেত্রে বহাল থাকবে।

এমতাবস্থায়, New CIB Online Solution এর সফল বাস্তবায়নের লক্ষ্যে ০১ অক্টোবর ২০১৫ হতে উপরোক্ত  
বিষয় পরিপালনের জন্য নির্দেশনা প্রদান করা হলো।

অনুগ্রহপূর্বক প্রাপ্তি স্বীকার করবেন।

আপনাদের বিশ্বস্ত

(মনছুরা খাতুন)

মহাব্যবস্থাপক

ফোন : ৯৫৩০১৩৩

**CREDIT INFORMATION BUREAU  
BANGLADESH BANK  
HEAD OFFICE**

CIB Circular No.- 3/2004

Dated 17 November 2004

Managing Director/Chief Executive  
All Scheduled Banks/Financial Institutions

Dear Sir,

**SUBJECT: LEGAL CASES RELATING TO  
INFORMATION SUPPLIED BY CIB**

WHEREAS

1. The Bangladesh Bank is authorised by the provisions under Chapter IV (Section 42 to 48) of the Bangladesh Bank Order, 1972 (President's Order No. 127 of 1972) in respect of collection and furnishing of credit information, and
2. Under Section 27 KA KA of the Bank Companies Act, 1991 (as amended) every Bank Company/Financial Institution is obliged to send to the Bangladesh Bank a list of debtors in default. Bangladesh Bank is obliged to send to all Bank Companies or Financial Institutions at their request information on the specific defaulter.
3. Bangladesh Bank has established procedures for the furnishing of such information by Banks and Financial Institutions, and
4. It is necessary to ensure that correct and proper information is always provided by Banks and Financial Institutions to the Bangladesh Bank, the Bangladesh Bank is publishing this Circular under Section 45 of the Bank Companies Act 1991.

Bangladesh Bank hereby directs that all Banks and Financial Institutions shall in addition to the directions and guidance previously given in this regard, provide to Bangladesh Bank a Declaration and Undertaking (in the form annexed hereto) signed by a person holding the rank of General Manager or the equivalent thereof :

- (i) The information provided to Bangladesh Bank is correct in all respect and is supported by the papers and documents held by the Bank or Financial Institution in respect of the debtor concerned.
- (ii) That the information given by the Bank or Financial Institution has been personally checked and found to be correct by the person giving the Declaration and Undertaking.
- (iii) In the event that the information provided by the Bank and Financial Institution is subsequently found or established to be false, misleading or incorrect in any material particular, the Bank or Financial Institution shall indemnify and hold harmless Bangladesh Bank in respect of any claims, loss and damages, charges, expenses, costs howsoever caused or incurred to Bangladesh Bank as a result of publication of the information provided by the Bank or Financial Institution concerned. The indemnity for any such claims, loss, and damages,

charges, expenses, costs shall be assessed by Bangladesh Bank and shall be paid by the Bank and Financial Institution forthwith upon being claimed by the Bangladesh Bank.

- (iv) The Bank or Financial Institution acknowledges and accepts that if it provides any information which is false, misleading or incorrect in any material particular it shall also be liable to compensate any person who is affected by such false or misleading or incorrect information in accordance with law.
- (v) The Bank or Financial Institution acknowledges and admits that Bangladesh Bank shall also be entitled to apply any of its powers under the Bangladesh Bank Order, 1972 and/or the Bank Companies Act, 1991 against the Bank or Financial Institution providing information which is false or misleading or incorrect in any material particular in addition to the indemnity referred to above in paragraphs (III) and (IV) above.

In providing any credit information to any Bank or Financial Institution Bangladesh Bank expressly disclaims any liability in respect of any claims, loss and damages, charges, expenses, costs howsoever, caused and the Bank or Financial Institution receiving credit information from the Bangladesh Bank expressly acknowledge this disclaimer.

This circular shall come into force with immediate effect.

**Encl:** As above

Yours faithfully,

(MAINUL HAQUE)  
Deputy General Manager  
Phone 7120664

ENDT. NO. CIB-1 (18)/2004- 15411

Of Date.

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Copy forwarded for information and necessary action to:-

1. The Private Secretary to the Governor, Governor's Secretariat, Bangladesh Bank, Head Office, Dhaka.
2. The Assistant Directors/Deputy Directors attached to the Deputy Governors, Bangladesh Bank, Head Office, Dhaka.
3. The P.A. to the Executive Directors/Economic Adviser, Bangladesh Bank, Head Office, Dhaka.
4. The General Manager, Bangladesh Bank, Motijheel/Sadarghat, Dhaka/Chittagong/Rajshahi/ Khulna/Bogra/Sylhet/Rangpur/Barishal.
5. All Heads of Departments, Bangladesh Bank, Head Office, Dhaka.

(MD. MIZANUR RAHMAN)  
Deputy Director  
Phone 7126101-20/3006

**CREDIT INFORMATION BUREAU  
BANGLADESH BANK  
HEAD OFFICE**

CIB Circular No-01/2005

Date: 08/01/2005

The Managing Director/Chief Executive  
All Scheduled Banks/Financial Institutions.

**Subject: Information Supplied by Banks/Financial Institutions  
to their Client about Default Loan.**

Dear Sir,

It has come to the notice of the Bangladesh Bank that CIB report furnished by Credit Information Bureau (CIB) for your official use is sometimes directly handed over to the clients or the credit information contained in the CIB report is partly or fully disclosed (vide letter) to the clients by some of the banks / financial institutions. Publication or disclosure of 'credit information' as defined in Chapter IV, Bangladesh Bank Order 1972 ('BBO' as amended from time to time) is strictly prohibited under Article 46(1) thereof without 'previous permission' of Bangladesh Bank granted under Article 46(2). In case the CIB report in respect of the borrower is found adverse, instead of handing over the CIB report itself or an extract thereof, you may inform the client or prospective client in writing, in a confidential letter using the following language:

*"According to credit information available with us, you are identified to be in default in your account(s) with one or more lending institution(s). You may approach your current lending institution(s) to regularise the position with them."*

By this circular, the Bangladesh Bank is providing banks and financial institutions general permission under Article 46(2) of the BBO to advise clients of adverse CIB report provided the above language is used in all cases.

**Yours faithfully,**

**(JASIM UDDIN AHMAD)**

General Manager  
Phone: 7120938

**Of Date**

**ENDT. No. CIB-1(18)/2005-424**

**Copy forwarded for information and necessary action to:-**

1. The Private Secretary to the Governor, Governor's Secretariat, Bangladesh Bank, Head Office, Dhaka.
2. The Assistant Directors/Deputy Directors attached to the Deputy Governor, Bangladesh Bank, Head Office, Dhaka.
3. The P.A. to the Executive Directors/Economic Adviser, Bangladesh Bank, Head Office, Dhaka.
4. The General Manager, Bangladesh Bank, Motijheel, Dhaka/Chittagong/Rajshahi/Khulna/Bogra/Sylhet/Rangpur/Barishal/Sadarghat, Dhaka.
5. All Heads of Departments, Bangladesh Bank, Head Office, Dhaka.

**(MD. MOHSHIN ALI)**

Assistant Director

Ref:

Date:

General Manager  
Credit Information Bureau  
Head Office, Bangladesh Bank  
Motijheel, Dhaka

Subject: Regarding user registration to access CIB Online System.

Dear Sir,

I would like to inform you that ..... wants to be a subscriber of the CIB Online System for submitting monthly data contributions and get CIB reports online.

Therefore, you are requested to kindly register our organization and provide us necessary username(s) and password(s) to access the system.

Will highly appreciate your cooperation in this regard.

Sincerely

\_\_\_\_\_  
Seal and Signature of  
Authorized Representative of  
respective Organization

Credit Information Bureau  
Bangladesh Bank  
Head Office

User Registration Form

**1. Registrant Information (Institutions)**

Serial	Particulars	Information
1	Institute Name	
2.	Institute Code	
3.	Mailing Address	
4.	Branch Name	
5.	Branch Code	
4	Phone	
5	Fax	
6	Email	

**2. Contact Person**

Serial	Name	Designation	Email	Phone
1				
2				

**3. Registrant Information (Users)**

Serial	Individual Name	Designation	Access level (Institute / Branch / User)	Phone
1				
2				
3				
4				
5				

I/we ..... hereby declare/certify that above information is correct and represents respective individuals.

(Authorized Signatory)

-----**For CIB Use Only**-----

According to the information provided by

.....

following username & password can be issued to them for accessing CIB Online System for Institute .....

Branch .....

i) User Credentials for FTP Data contribution.

Serial	Username	Password
1		

ii) User Credentials for Accessing CIB Online System.

Serial	Username	Password
1		
2		
3		
4		
5		

\_\_\_\_\_  
Issued By  
(AP/AD/COS)

\_\_\_\_\_  
Verified by  
(S.A/ SSA)

\_\_\_\_\_  
Approved By  
General Manager

**CIB Online System Agreement and Indemnity (on Tk. 150 Non-Judicial Stamp)**

**CIB Online System**

**Principle Agreement and Indemnity**

In consideration of the undersigned being admitted as a Participating Banking Company of the CIB Online System (CIBOS) acting as a facility to operate CIB Online System of the Bangladesh Bank providing Searching, Report Generation, Batch File editing & creating and other services of the database of the Credit Information Bureau of Bangladesh Bank, the undersigned, which intends to act as a Participating Banking Company of CIB Online System, hereby agrees with the Bangladesh Bank:

1. To comply with and be subject to the CIB Online System Operating Guideline, (collectively refers to the "CIB Guideline") including descriptive requirements, as in effect from time to time.
2. To comply with Bangladesh Bank Order 1972, article no 46 & 47 about secrecy of credit information.
3. To comply with requiring credit related information asked by Bangladesh bank under article no 44 of Bangladesh Bank Order 1972.
4. To make payments (service charges) required by the CIB guideline.
5. If any Bank Company fails to follow CIB guidelines and Bangladesh Bank Order chapter (IV), that will be punishable under Bangladesh Bank Order 1972, article 48.
6. If any Bank Company or any organization or any person, who is not authorized to do that, tries to break the secrecy of database, collect, edit, change or remove data, he/she will be punishable under National ICT Act and Code of Criminal Procedure of Bangladesh.

This agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh. The undersigned and the Bangladesh bank submit to the exclusive jurisdiction of the courts of the People's Republic of Bangladesh.

This agreement shall take effect to the benefit of the Bangladesh Bank and shall be binding on the undersigned and its successors and assign, except no participating Banking Company may transfer or assign its rights or obligations hereunder except as expressly provided in CIB Guidelines.

\_\_\_\_\_  
Date  
By: \_\_\_\_\_

\_\_\_\_\_  
(Participating Banking Company)  
Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)  
Accepted this \_\_\_\_\_  
Bank:  
By: \_\_\_\_\_

Day of -----, ----- Bangladesh  
Title:  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_

**UNDERTAKING**

Attachment-Ka

To  
 The Manager  
 .....  
 .....  
 .....

Subject: Provision of information on the ownership of companies and their bank liabilities.

Dear Sir,

I, .....owner/partner/director/guarantor of ....., am applying for sanctioning/renewal/rescheduling of a loan in my own name/ aforementioned company’s name. My father’s name:....., mother’s name:....., husband’s name(in case of married woman):....., Permanent address: Street No/Village..... Street Name/PS/Upazilla.....District.....Postal code.....country....., Business address: Street No/Village..... Street Name/PS/Upazilla .....District.....Postal code.....country....., Date of Birth:....., District of Birth:....., Country of Birth:....., National ID Number:....., Other ID documents(Passport/Driving license /Birth Registration Certificate): ID number.....ID issue date.....ID issue country....., TIN: ....., Gender: Male/Female, Telephone Number:.....are given for your kind consideration. The list of companies under the ownership of mine along with their bank liability status is given in the following table:

Serial no.	Name of the Company	Main Address	Additional Address	Whether the company is availing any loan or not		
				Yes		No
				Name of the bank/FI	Name of the branch	

Apart from stated above, if any liability in my own name or my company’s name is found, I will be bound to obey any decision made by the authority concerned relating to sanctioning/renewal/rescheduling of the loan applied for and I will be punishable by law for providing this false or fabricated information.

Seal and Signature of the bank official who certified the borrower	Customer’s Signature: Name: Name of the Borrowing organization:
--	---

\*If necessary, extra paper could be used for list of companies.

# UNDERTAKING

Attachment-Kha

To  
The Manager  
.....  
.....

Subject: Regarding the relationship of the individual/ institutional borrower ..... with other institutions.

Dear Sir,

I, ..... father's name:....., mother's name:..... Spouse name:....., Permanent address: Street No/Village..... Street Name/PS/Upazilla..... District..... Postal code..... country....., have a relationship with the institutional borrower.....(CB subject code.....) as an Owner/Director/ Shareholder. I have no direct or indirect relationship with the individual/ institutional borrower..... (CB subject code.....) having CB contract code(s).....that is/are included in the CIB report of mine/ my company. I will be punishable by law if any relationship between the aforementioned company(s).....and me is found through an investigation by Bangladesh Bank or any other organization. The authority is entitled to take any punitive measure against me according to the law in the event of concealment of fact by me and I will be bound to obey any decision taken by the bank authority. The list of companies under the ownership of mine along with their bank liability status is given in the following table:

Serial no.	Name of the Company	Main Address	Additional Address	Whether the company is availing any loan or not		
				Yes		No
				Name of the bank/FI	Name of the branch	
1.						
2.						
3.						

Signature of the person who gave undertaking:

Name:

Name of the Borrowing organization:

This is to certify that according to my knowledge, the Borrower ..... / Owner/ Director/ Shareholder..... of the institutional borrower....., father's name....., mother's name....., Spouse's name....., Permanent Address....., Business Address..... is not related with the individual/ institutional borrower..... that is/are included in the CIB report.

Signature

Name of the Branch Manager

Seal with Designation

**Subject Data Form-1****Individual's (Borrower/Co-Borrower/Guarantor/Owner) Information**

Month Ending on.....

Name of the Bank/FI:

Record Type: P

FI Code: .....

Branch Code :.....

FI Subject Code :.....

CIB Subject Code (If known):

Role in the Institution :

Subject's Title :..... Subject's Name :.....

Father's Title: ..... Father's Name: .....

Mother's Title:..... Mother's Name:.....

Spouse's Title: ..... Spouse's Name: .....

Sector Type: ..... Sector Code: .....

Gender: 

Date of Birth : (DD/MM/YYYY)

Place of Birth (District):

Country of Birth:

National ID Number: ..... National ID Number (Available/Not available):...

Taxpayer Identification Number (TIN):

Permanent Address: Street(no. & name) / Village....., PS/Upazilla.....,  
Postal Code.....,District.....Country.....Present Address: Street(no. & name) / Village....., PS/Upazilla.....,  
Postal Code....., District....., Country.....Business Address: Street(no. & name) / Village....., PS/Upazilla.....,  
Postal Code....., District....., Country.....

Other ID Documents (Passport/Driving License/ Birth Registration Certificate):

ID type.....ID no.....ID issue date.....ID issue country.....

Telephone Number:

Date:

Seal and signature of the  
authorized officerSeal and signature of the  
manager

\* Additional form is needed in case of more than one individual.

\*\*Name has to be filled up according to NID/ other ID documents.

# Subject Data Form-2

## Company's/Proprietorship's Information

Month Ending on.....

Name of the Bank/FI:

Record Type: C/I

FI Code:

Branch Code:

FI Subject Code:

CIB Subject Code (If known):

Title:

Trade Name:

Sector Type:

Sector Code:

Legal Form:

RJSC Registration Number (If available) .....

RJSC Registration Date .....

Taxpayer Identification Number (TIN):

Business Address: Street(no. & name)/Village....., PS/Upazilla.....,

Postal Code.....,District.....Country.....

Factory Address: Street(no. & name)/Village....., PS/Upazilla.....,

Postal Code.....,District.....Country.....

Telephone Number:

Date:

Seal and signature of the  
authorized officer

Seal and signature of the  
manager

\* Trade name has to be filled up according to valid documentation(s) (Trade License/ Partnership Deed/ MOA, etc.)

Contract Data Form-1  
For Installment Financing  
Month Ending on.....

Name of the Bank:

Name of the Borrower:

Tk. in unit

1	Record Type	<b>D</b>
2	FI Code	
3	Branch Code	
4	FI Subject Code	
5	FI Contract Code	
6	Contract Type	
7	Contract Phase	
8	Contract Status	
9	Currency Code (in file)	
10	Starting date of the contract	
11	Request date of the contract	
12	Planned End Date of the contract	
13	Actual End Date of the contract	
14	Default Status	
15	Date of Last Payment	
16	Flag Subsidized Credit	
17	Flag pre-finance of Loan	
18	Code Reorganized Credit	
19	Third Party Guarantee Type	
20	Security Type	
21	Amount guaranteed by Third Party Guarantor	
22	Amount guaranteed by Security type	
23	Basis for Classification: Qualitative judgement	
24	Sanction Limit	
25	Total Disbursed Amount	
26	Total Outstanding Amount	
27	Total Number of Installments	
28	Periodicity of Payment	
29	Method of Payment	
30	Installment Amount	
31	Expiration Date of Next Installment	
32	Amount of Next Expiring Installment	
33	Number of remaining Installments	
34	Remaining Amount	
35	Number of Overdue Installment	
36	Overdue Amount	
37	Number of days of payment delay	
38	Type of leased good	
39	Value of leased good	
40	Registration number	
41	Date of manufacturing	
42	Due for recovery	
43	Recovery during the reporting period	
44	Cumulative recovery	
45	Date of law suit	
46	Date of classification	
47	No. of time(s) rescheduling	
48	Date of Last Rescheduling	
49	Economic purpose code	
50	SME	
51	Enterprise Type	
	<b>Contract Links</b>	
1	Record Type	<b>G</b>
2	FI Code	
3	Branch Code	
4	Type of Link	<b>G or C</b>
5	FI Primary Code	
6	FI Secondary Code	
7	FI contract code	

Signature, Seal & Date of  
the authorized officerSignature, Seal & Date  
of the Manager

Contract Data Form-2  
For Non Installment Financing  
Month Ending on.....

Name of the Bank:

Name of the Borrower:

Tk. in unit

1	Record Type	D
2	FI Code	
3	Branch Code	
4	FI Subject Code	
5	FI Contract Code	
6	Contract Type	
7	Contract Phase	
8	Contract Status	
9	Currency Code (in file)	
10	Starting date of the contract	
11	Request date of the contract	
12	Planned End Date of the contract	
13	Actual End Date of the contract	
14	Default Status	
15	Date of Last Payment	
16	Flag Subsidized Credit	
17	Flag pre-finance of Loan	
18	Code Reorganized Credit	
19	Third Party Guarantee Type	
20	Security Type	
21	Amount guaranteed by Third Party Guarantee	
22	Amount guaranteed by Security Type	
23	Basis for Classification	
24	Sanction Limit	
25	Total Outstanding Amount	
26	Nr. of days of payment delay	
27	Overdue Amount	
28	Recovery during the reporting period	
29	Cumulative recovery	
30	Date of law suit	
31	Date of Classification	
32	No. of time(s) rescheduling	
33	Date of Last rescheduling	
34	Economic purpose code	
35	SME	
36	Enterprise Type	
	<b>Contract Links</b>	
1	Record Type	<b>G</b>
2	FI Code	
3	Branch Code	
4	Type of Link	<b>G or C</b>
5	FI Primary Code	
6	FI Secondary Code	
7	FI contract code	

Signature, Seal & Date of  
the authorized officer

Signature, Seal & Date  
of the Manager

Contract Data Form-3  
For Credit Card Financing  
Month Ending on.....

Name of the Bank:

Name of the Borrower:

Tk. in unit

1	Record Type	D
2	FI Code	
3	Branch Code	
4	FI Subject Code	
5	FI Contract Code	
6	Contract Type	
7	Contract Phase	
8	Contract Status	
9	Currency Code (in file)	
10	Starting date of the contract	
11	Request date of the contract	
12	Planned End Date of the contract	
13	Actual End Date of the contract	
14	Default Status	
15	Date of Last Payment	
16	Flag Subsidized Credit	
17	Flag pre-finance of Loan	
18	Code Reorganized Credit	
19	Third Party Guarantee Type	
20	Security Type	
21	Amount guaranteed by Third Party Guarantee	
22	Amount guaranteed by Security Type	
23	Basis for Classification	
24	Periodicity of Payment	
25	Method of Payment	
26	Installment Amount	
27	Credit Limit	
28	Total Outstanding Amount	
29	Expiration Date of Next Installment	
30	Remaining Amount	
31	Number of Overdue	
32	Date of Last Charge	
33	Type of Installment	
34	Number of Day of Payment Delay	
35	Due for recovery	
36	Recovery during the reporting period	
37	Cumulative recovery	
38	Date of Law suit	
39	Date of Classification	
40	Economic Purpose code	
	<b>Contract Links</b>	
1	Record Type	G
2	FI Code	
3	Branch Code	
4	Type of Link	G or C
5	FI Primary Code	
6	FI Secondary Code	
7	FI contract code	

Signature, Seal & Date of  
the authorized officer

Signature, Seal & Date  
of the Manager





**CREDIT INFORMATION BUREAU  
TERMS OF USE AND REGISTRATION AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING AS A USER WITH CIB ONLINE (THE "SERVICE"), YOU ACCEPT AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. WHEN USED IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" MEAN THE FINANCIAL INSTITUTION OR BANK THAT IS REGISTERING FOR THE SERVICE AND THE WORDS "WE," "OUR," "US" AND "CIB" MEAN CIB, THE OWNER AND OPERATOR OF THE SERVICE. WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME BY NOTIFYING YOU BY E-MAIL AT THE E-MAIL ADDRESS PROVIDED BY YOU IN YOUR REGISTRATION. YOUR USE OF THE SERVICE AT ANY TIME AFTER SUCH NOTIFICATION WILL CONSTITUTE YOUR AGREEMENT TO SUCH CHANGES.

YOUR USE OF THE SERVICE WILL ALSO BE GOVERNED BY THE TERMS OF USE AND PRIVACY POLICY FOR CIB ONLINE SYSTEM.

**1. About CIB**

The Credit Information Bureau (CIB) is responsible for collection, processing and maintaining an updated database of credit related information supplied by participant institutions which extend credit i.e. Banks (Act.14, 1991), Financial Institutions (Act.27, 1993), HBFC (Presidential Order 7, 1973), ICB (ICB Order 40, 1976). The Bureau was set up in 18 August 1992 in the Bangladesh Bank. One of the objectives behind setting up of the Bureau was to minimize the extent of default loans by providing the participants with timely reports on credit information based on the enquiry/request about the loan applicants so as to facilitate credit risk analysis by the Banks/FIs and decide promptly on the loan applications.

**2. Registration/Account**

- a. In your Registration, you will be provided with
  - 1) FTP (File Transfer Protocol) User: a set of unique identification codes ("Username") and ("Password") will be required to contribute monthly data in the online database Service.
  - 2) A2A (Application to Application) User: a set of unique identification codes ("Username") and ("Password") will be required to use the available online services in A2A.
  - 3) Online/Web User: a set of unique identification codes ("Username") and ("Password") for each user of the web channel that will be used to inquire from the CIB Online system.
- b. For all the above types of users you must collect the credentials (Username & Password) from the bureau after submitting the registration form. You must pay necessary registration fees before submitting the registration form. All payment method will be as per CIB Manual.
- c. You must not resell, in whole or part, or otherwise commercially exploit, assign or transfer your right to use the service. You cannot make your Username or Password

available to others, nor allow use of the service by others through your Username or Password.

- d. You agree to accept sole responsibility and liability for maintaining the confidentiality of your assigned Usernames and Passwords, for restricting access to your Usernames and Passwords and for all use, whether authorized or unauthorized, of the service under your Usernames or Passwords.
- e. Your users must change the default credentials (Username & Password) provided from the bureau during user registration and maintain its confidentiality at his/her own responsibility.

### **3. Information to be Submitted**

As part of the registration process, the Registrant is required to provide certain information as needed to keep it complete and accurate. The information that must be provided in connection with the User Registration Form must be correct.

### **4. Obligations Relating to Provided Data**

In the event that, in registering the user accounts, the Registrant is providing information about their respective officials, the Registrant hereby represents that

- (1) They have provided information as set forth in this agreement, and
- (2) That the Registrant has obtained appropriate consent to the disclosure and use of information as set forth in this agreement. Willfully providing inaccurate information will constitute a material breach of this agreement and will be sufficient basis for cancellation of your registration.

### **5. Your Information**

- a. You will be solely responsible for the accuracy and truthfulness of the information you provide in your Registration. CIB will be entitled to rely on the existing version of the information you provide.
- b. We will, and you expressly authorize us to, use the information you provide in your registration to:
  - i. provide and administer the Service including, without limitation, processing payments as set forth under 'Billing' below;
  - ii. Communicate with you about further requirement by CIB;

### **6. Listings**

The Service may be used only for lawful purposes by Banks and Financial Institutes to collect CIB Reports by using different categories of enquiry (new contract enquiry, existing contract inquiry, check inquiry etc.) and submit monthly data contributions. CIB RESERVES THE RIGHT TO REJECT OR REVOKE ANY LISTING IN ITS SOLE DISCRETION.

### **7. Billing**

- a. You will be billed at the end of each month based from the log generated from the system on the use of services by you in the listings. The CIB reserves the right to change rates or institute new fees at any time upon written or electronic notice to you and any such changes will apply to any Listings after the date of such notice. All charges are non-refundable, and CIB does not guarantee or

make any representation concerning the result or success of any Listing. All payment method will be as per CIB Manual.

- b. If for any reason any Bank or FI is unable to pay charges to the Bureau, CIB will suspend your use of the Service and promptly notify you and upon receipt of such notice you will promptly pay any outstanding charges.

## **8. Intellectual Property Rights.**

CIB will own and retain all right, title and interest in and to the Service and any related content (including text, images and other data, information, materials, features or technology), patents, business logic, trademarks, service marks or copyrighted materials. CIB grants to you a limited, non-transferable, non-exclusive license to use the service in accordance with the terms of this agreement.

## **9. User Restrictions.**

- a. You agree that, in using the service, you will at all times:
  - i. Comply with this agreement and its Terms of Use and Privacy Policy and Bangladesh Bank Order 1972 and existing circulars & circular letters issued by CIB;
  - ii. Not use the service to publish or display any Listings or other content or information that:
    - (i) is defamatory or unlawful;
    - (ii) is obscene or pornographic;
    - (iii) violates employment or discrimination laws and regulations;
    - (iv) infringes third party copyright, trademark or similar rights; or
    - (v) contains viruses, Trojan horses, worms, robots or other computer
    - (vi) programming routines intended to damage,
    - (vii) interfere with, intercept or expropriate system, data or personal information;
  - iii. Not take any action that would expose CIB or its officers, information providers or affiliates to liability to any third party; and
  - iv. Not take any action that would violate the security or interfere with the operations of the service, whether intentionally, negligently or otherwise.
- b. You agree that, in using the Service, you will not:
  - i. Use the information in any Listing for any purpose other than evaluation of credit risk of a Client, where Client is defined as a customer of the Bank/FI that has requested a new credit relationship with such Bank/FI or who already has a credit relationship with them, including any related Co-Borrowers, Guarantors, and Owners/Shareholders of Companies
  - ii. Post or submit any incomplete, false or inaccurate information or information which is not your own;
- c. If CIB is convinced that you are using the Service in violation of any term and conditions of this agreement, Bangladesh Bank Order 1972 and all circulars issued By CIB, we may revoke each applicable Listing and/or suspend your use

of the Service and may take legal and regulatory actions according to the governing law mentioned in section 14. You might be notified by e- mail to the e-mail address provided by you in your Registration. Complying with all the instruction to the satisfaction of CIB is a pre-requisite for the continued use of the service.

#### **10. Termination.**

CIB reserves the sole right to remove any or all user of any Bank or FI, cancel registration and terminate the contract any time without prior notice.

#### **11. Disclaimer of Liability**

The Service is provided on an 'as is' basis without any warranties of any kind. CIB, to the fullest extent permitted by law, disclaims all warranties with respect to the Service, including the warranty of merchantability, non-infringement or third party rights, and the warranty of fitness for a particular purpose. CIB makes no warranties about the accuracy, reliability, completeness, intent and usefulness of data provided/contributed through any channel by any Banks/Financial Institutions. CIB makes no warranty about timeliness of the online services as it depends on the services of third party Internet Service Provider.

#### **12. Indemnity and Release**

- a. As a material inducement to provide you with use of the Service, you agree to indemnify, defend and hold CIB, and its officers, information providers, and affiliates (collectively, the "Indemnified Parties") harmless from and against any and all demands, damages, liability, claims, actions, demands and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement, including, reasonable attorneys' fees and costs.
- b. If you have a dispute involving the Service with a third party, you release each of the Indemnified Parties from all claims, demands, damages, liability, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

#### **13. Punishment/Penalty**

CIB holds the right to punish or charge penalties according to Bangladesh Bank Order 1972, if any registered Bank/Financial Institute intentionally exhibits negligence or breaches any of the terms and conditions of this agreement, Bangladesh Bank Order 1972, Chapter IV and Circulars issued by this department.

#### **14. Governing Law.**

This Agreement will be governed by and construed in accordance with the substantive laws in force in Bangladesh Bank Order 1972 and all circulars issued by CIB. The court will have exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction.

#### **15. General Provisions.**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. This Agreement, including the Terms of Use and Privacy

Policy which are incorporated herein, is the entire agreement between CIB and you relating to the Service and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Service.  
Copyright © 2010 Bangladesh Bank, All rights reserved.

Witness:

.....  
.....

For and on behalf of  
Bangladesh Bank

(General Manager)

Witness:

.....  
.....

Witness:

.....  
.....

For and on behalf of  
Participating Financial Institution

Managing Director

Witness:

.....  
.....