



Tender Reference No. CO:RMD:RFP:2020-21:02

Request for Proposal (RFP)

For

Appointment of Consultant

For

Development of Internal Rating Models

We are pleased to invite bids for appointment of consultant for Development of Internal Rating models in the Bank.

Important information regarding Bid submission

Tender Reference No.	CO:RMD:RFP:2020-21:02
Price of Tender documents	5000.00
Earnest Money Deposit (EMD)	250000.00
Availability of RFP documents	09.03.2021
Submission of Queries (if any) by bidders	16.03.2021
Tentative Date , Time & Venue of Pre-bid meeting	23.03.2021 3.00 p.m Video Conferencing
Last date and time for receipt Bids	09.04.2021 3:00 p.m.
Date and time of opening Technical bid	09.04.2021 4:00 p.m.
Place of submission of Bids	Deputy General Manager (RMD) Central Bank Of India Risk Management Department 1st floor, Bajaj Bhawan Nariman Point, Mumbai-400021
Address for communication	Same as above
Place of opening bids	Same as above
Contact numbers	022-66387854 022-66387581
E-mail address	cmrmd1@centralbank.co.in agmrmd1@centralbank.co.in dgmrm1@centralbank.co.in
Web site	www.centralbankofindia.co.in

Interested bidders are requested to submit their Technical and Commercial offer in two separate sealed envelopes super scribing "BIDS FOR Appointment of consultant for Development of Internal Rating Models in the Bank TENDER NO.... (Technical Bid)" and super scribing "BIDS FOR Appointment of consultant for Development of Internal Rating Models in the Bank TENDER NO... (Commercial Bid)".

The copy of tender document may be down loaded from our website www.centralbankofindia.co.in and cost of the same be remitted on or before the pre-bid meeting.

Deputy General Manager (RMD)
Central Bank of India
Risk Management Department
1st floor, Bajaj Bhawan
Nariman Point, Mumbai-400021

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1. About the Bank

Central Bank of India herein after referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector bank listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Offices (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up Zonal Offices to exercise immediate supervision and control over the Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of 4600 plus offices, spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank has also established its Wide Area Network at 4600 plus locations all over India covering administrative and branch offices.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 2 Regional Rural Banks (RRB).

2. Introduction and Disclaimer

This Request for Proposal document (“RFP”) has been prepared solely to enable Central Bank of India (“Bank”) in defining the requirements for appointment of a consultant for Development of Internal Rating Models for the Bank.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

3. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

Neither the Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

4. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or Organization.

5. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. Bank may update or revise the RFP document or any part

of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

6. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

7. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

8. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

9. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

10. Evaluation of Offers

Each Recipient acknowledges and accepts that Bank may, in its absolute discretion, apply criteria it deems appropriate in the selection of Recipients'' & not limited necessarily to those set out in this RFP document.

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

11. Errors and Omissions

Each Recipient may notify Bank of any error, omission, or discrepancy found in this RFP document within 7 days of floating this RFP on Bank's website, failing which RFP shall be assumed to be free of errors/ omissions and no queries/ objections shall be entertained later on.

12. Pre-bid Meeting

Queries, if any in respect of RFP, to be submitted on or before 16.03.2021. Pre-Bid Meeting will be conducted virtually. Meeting link will be shared to your official mail id. Bidders have to send their consent for attending the Pre-Bid Meeting from their official mail ID to the following mail IDs by 20.03.2021.

- agmrmd1@centralbank.co.in
- cmrmd1@centralbank.co.in

13. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated above from Point No. 1 to Point No. 12.

14. Lodgment of RFP Response

(To be read in conjunction with Point No. 6)

14.a. RFP Closing Date

RFP Response may be received by the officials of our Purchase Department not later than the time mentioned above.

One (1) paper copy and one (1) electronic copy (Power Point or Microsoft Word and Excel, on Pen Drive /CD ROM) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to "*Central Bank of India - RFP Evaluation Team*" at Risk Management Department, 1st floor, Bajaj Bhavan, Nariman Point, Mumbai – 400 021.

Bid submission will be considered valid if:

- a. Response of RFP is submitted before the aforementioned closing time.
- b. Submission is not by Fax transmission.
- c. Response is submitted in two separate sealed envelopes with separate marking "Technical Proposal" & "Commercial Proposal"
- d. All separate response of RFP and attachments must be provided in a sealed envelope or sachet
- e. Only one submission of response to RFP by each Bidder will be permitted. The Bank is not open to alliances / partnerships and consortiums to deliver the scope of this RFP.
- f. The Bank expects experienced consultants who have the capability to serve the Bank only to quote for the services as per the scope of this RFP.

14.b. Registration of RFP

Registration will be effected upon Bank receiving the RFP response in the above manner (Para 13). The registration must contain all documents, information, and details required by this RFP.

If the submission of response to RFP does not include all the information required or is incomplete or submission is through Fax mode, the response of RFP is liable to be rejected.

All submissions, including any Banking documents, will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

14.c. Late RFP Policy

Response to RFP lodged after the deadline for lodgment of RFPs will not be accepted by Bank.

14.d. RFP Validity Period

Response to RFP will remain valid and open for evaluation according to the terms for a period of six (6) months from the time the RFP response submission process closes or the deadline for lodgment of the same.

14.e. Requests for Information

Recipients are required to direct all communications related to this RFP through the Nominated Point of Contact person i.e. Deputy General Manager - RMD.

All questions relating to the RFP, technical or otherwise, must be in writing only to the Nominated Point of Contact.

All queries by the respondents should be submitted minimum 5 working days prior to the Pre-bid meeting and queries received thereafter will not be taken cognizance of by the Bank. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address/es as response to queries will only be provided to the Respondent via email.

If the Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify a response.

15. Notification

Bank will notify the Respondents in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

16. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

17. Process

Selection of a successful Service Provider will involve a five (5) stage approach. The approach follows Central Vigilance Commission (CVC) guidelines.

- a. Issue of RFP document.
- b. Receipt of RFP document.
- c. Opening of the RFP.
- d. Technical & Commercial Evaluation of offers.
- e. Finalization with the successful bidder.

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Description	Due Date & Time*
Availability of RFP Documents	09.03.2021
Pre-bid Meeting (Tentative)	23.03.2021 3.00 p.m.
Last Date for Bid Submission	09.04.2021 3:00 p.m.
Bid (Technical) Opening Date	09.04.2021 4:00 p.m.

1. Due to unforeseen reasons, if the Response to RFP closing date happens to be a Bank Holiday, the closing date for submission of same shall be automatically extended to next immediate working date.
2. Authorization letter should be issued by the bidders' company to the representative attending the meeting.
3. Bank may at its discretion invite the shortlisted intending bidders to make a presentation before the panel of Bank Officials. Time and Venue of such presentation would be communicated at least 3 working days prior to the date on which presentation is required to be made.

** All dates mentioned above are tentative dates and the bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates*

18. Current RFP Objectives

18.a. Project Objective

Development and implementation of Credit Risk Assessment (CRA) Framework and Models for use by the Bank.

18.b. Consultancy Project Scope

18.b.1.: Development of Internal Rating models for Corporates

- a. Internal Rating Model Development as per Industry Best Practices
 - Industry Risk Framework includes updation of Industry risk parameters
 - Capturing External Data
 - Development of Work Flow
- b. Validation functionality of rating models.
- c. Development of Reporting tool for Regulatory Submission and MIS.

18.b.2.: Risk Based Pricing and RAROC computation

- a. Computation of Borrower level RAROC in line with EASE / RBI / Basel guidelines.
- b. Development of Risk Based Pricing Framework

18.b.3. : Preparation of Request for Proposal (RFP) and selection of Bidder for hosting of models

- a. Preparation of RFP for selection of Bidder for hosting of models.
- b. Conduct a detailed technical and functional evaluation of the eligible bidders.
- c. Assist the Bank in performing product / platform demonstrations and functional product evaluations.
- d. Assist the banks in the technical and functional short-listing.
- e. Conduct a commercial bid evaluation of the technically short-listed Bidders.
- f. Assist the bank in short-listing the final bidder.
- g. Acceptance of Software, hardware and installation.

18.b.4. : Implementation of models on the suggested platform

- a. Data migration from existing system to new system.
- b. Implementation of approved models in the selected application across the Bank.
- c. Back Testing of new models on migrated data from the existing system.
- d. Integration of model with other systems such as CBS, LLMS etc and External systems like Credit Rating Systems, CIC, MCA etc.

18.b.5. : Training and Knowledge Transfer

- a. Prepare model document
- b. Training to Bank staff for maintenance and usage of models
- c. Preparation of detailed user manual and SOP.

19. Bidder Eligibility Criteria.

- a. Bidder should be a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws.
- b. Core business of the bidder must be in the area of providing consulting/advisory services.
- c. Bidder must have at least three years' experience in providing consulting / advisory services to banks in India with Assets side of not less than Rs. 20,000 crores or for any international bank with Asset size of not less than \$5 billion in the area of model development for Credit Risk Assessment.
- d. Bidder should be in existence for at least five years as on 31.03.2020. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account).
- e. Bidder should have a minimum turnover of at least Rs. 100 crores in each of the last three financial years (2017-18, 2018-19 and 2019-20) at Group Level from Indian operations.
- f. Bidder should have made net profits in each of the last three financial years (2017-18, 2018-19 and 2019-20) at Group Level.
- g. Bidder should not be blacklisted / barred / disqualified by any regulator / statutory body or any other PSU in India as on the last date of submission of offers.
- h. Bidder should have a dedicated team of more than 10 professionals in India specializing in the area of model development for Credit Risk Assessment with professionals having qualification as MBA Finance/ FRM/Master in Mathematics/Master in Statistics/Master in Analytics.
- i. Bidder should not be a "NPA" in any of the banks in India.

Note: Banks mean Scheduled Commercial Banks in India only. Documentary evidence must be submitted for each criteria.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

19.(1) Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

i. Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(b) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.

In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

“Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

“Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. Verification of local content

The local supplier at the time of submission of bid shall be required to provide self- certification as per **Annexure I** that the services offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.

iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in the appendix of this RFP together with acceptance of all terms and conditions of RFP.

v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

vii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and Service Provider’s acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

19.2 Criteria for bidders from a country or countries or a class of countries, on grounds of defence in India, or matters directly or indirectly related to national security

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority specified in **Annexure J**
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

I. "Bidder from a country which shares a land border with India" for the purpose of this order means-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

II. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- III. An agent is a person employed to do any act for another, or to represent another in dealings with the third person.
- IV. [To be inserted in tenders for Works contracts, including Turnkey contract] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has

been registered with the Competent Authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

20. Earnest Money Deposit.

Subject to compliance of Response Submission Process as elucidated in the RFP, the intending bidders should pay along with bids an Earnest Money Deposit of Rs.2,50,000/- (Rupees Two Lakh Fifty thousand only). The EMD shall be paid by Demand Draft drawn in favor of '**Central Bank of India**' payable at Mumbai. The EMD will not carry any interest.

The EMD made by the bidder will be forfeited if:

- a. The bidder withdraws the tender before processing of the same.
- b. The bidder withdraws the tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- c. The selected bidder withdraws the tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. The EMD will be refunded to
 - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee in the Bank format for 10% of the contract value (valid till the end of assignment period) with 12 (twelve) months claim period.
 - The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

21. Application Money

The intending bidders should pay an Application Money of Rs.5,000/- (Rupees Five thousand only) on or before on or before 5.00 p.m on 07.04.2021. The application money shall be paid by Online Mode only. The application money is non-refundable.

The UTR No. has to be shared to the following mail Ids on or before on 12.00 p.m on 08.04.2021.

- agmrmd1@centralbank.co.in
- cmrmd1@centralbank.co.in

The account details are as follows:

Account Number : 1122845035
Account Name : Business Support Department
Type Of account : CD
IFSC code : CBIN0281067
Branch : Nariman Point Branch, Central bank of India.

22.Submission of Bids

The bids shall be in two parts viz. Technical Proposal and Commercial Proposal. Both Technical and Commercial Proposals shall be submitted in separate sealed envelopes super-scribing **“TECHNICAL PROPOSAL FOR Appointment of Consultant: TENDER REFERENCE NO. ”** on top of the envelope containing the technical bid and **“COMMERCIAL PROPOSAL FOR APPOINTMENT OF CONSULTANT: TENDER REFERENCE NO. ”** on top of the envelope containing commercial bid.

These two separate sealed envelopes should be put together in the sealed master envelope super scribing **“PROPOSAL for Appointment of Consultant for Development of Internal Rating models in the Bank: TENDER REFERENCE NO.”**

The Technical Proposal will be evaluated for technical suitability. Commercial Proposal shall be opened only for the short-listed bidders who have qualified in the Technical Proposal evaluation.

The Technical Proposal shall contain the requirement of the Bank as along with Annexure-A, C, D and E. A copy of the Commercial Proposal masking the prices is to be submitted along with the Technical Proposal.

The EMD as mentioned in Clause 20 is to be submitted along with the Technical Proposal.

The Technical Proposal shall be organized and submitted as per the following sequence:

- Table of Contents (list of documents enclosed).
- EMD (Earnest Money Deposit).
- Application money (if not paid earlier)
- Technical proposal detailing the scope, approach and deliverables for the scope of work specified in the document and manpower estimated to be deployed along with Annexure D.
- Compliance certificate for all the terms and conditions as per Annexure-C.
- All copies of certificates, documentary proofs etc.
- A CD / USB containing soft copy of the proposal.
- Model certificate for Tender and Model certificate for Tenders for works involving possibility of sub-contracting.
- Annexure A.
- Masked Annexure B.
- Annexure I

The Commercial Proposal shall be submitted as per Annexure B. The bidder shall submit the Proposals properly filed so that the papers are not loose. The Bidder shall submit the proposal in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial no. across the entire document.

The bidder has to submit a soft copy of the entire proposal in a CD / USB as well as in hardcopy. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence.

The Bids shall be addressed and submitted to:

Deputy General Manager (RMD)
Central Bank of India
Risk Management Department
1st floor, Bajaj Bhavan,
Nariman Point, Mumbai-400021

The bids (arranged as mentioned above) are to be submitted at the above address, marked with the tender number before the due date & time as specified. The bid submitted anywhere else is liable to be rejected.

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the nominated point of contact.

Bidders should provide their E-mail address in their queries without fail. The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.

The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

Formats of Bids- The bidders must use the formats prescribed by the Bank in the RFP for submitting both technical and commercial bids. Bid submitted on any other format will be liable to be rejected.

23. General Terms and Conditions

Adherence to Terms and Conditions: The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

Execution of SLA/NDA & Confidentiality agreement

The selected bidder and Bank should execute

- a. **Service Level Agreement.** This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and;

- b. **Non-disclosure Agreement.** The selected bidder should execute the SLA and NDA as attached herewith within one month from the date of acceptance of Letter of Appointment. The Bank, at its discretion, may extend the timeline for execution of SLA & NDA.

Confidentiality agreement Other Terms and Conditions

a. **Bank reserves the right to:**

- Reject any and all responses received in response to the RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal.
- To clarify any aspect of the proposal with any proposed bidder(s).
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) / others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Interview the personnel being deployed on the project.

- b. **Substitution of Project Team Members-** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.

- c. **Professionalism and Conflict of interest-** The selected bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

The Bank further requires that selected bidder provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

Selected bidder that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. selected bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the selected bidder fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the selected bidder during bidding process or the termination of its contract during execution of the assignment.

- d. **Adherence to Standards:** The selected bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

- e. The Bank reserves the right to conduct an audit/on-going audit of the consulting services provided by the selected bidder.
- f. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- g. **EXPENSES** - It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".
- h. The selected bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
- i. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
- j. The bidder is expected to quote for the prices of the services with the applicable taxes (except GST) as on the date of bid submission. Any upward / downward revision in the tax rates from the date of the bid submission will not be acceptable to the Bank.
- k. **Terms of Payment** - The selected bidder is expected to quote for a fixed price for the project based on the line items specified under scope of work defined by the Bank. The payment terms and fees quoted in the Commercial Proposal (Annexure B) would be taken as the base for arriving the total cost for each project. No payment will be made against any line item for which the services have not been availed by the Bank in Table 1 of Commercial Bid Proposal.
- l. **Performance Bank Guarantee** The selected bidder will have to submit Performance Bank Guarantee for 10% of the total project cost, while submitting the acceptance of order. Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 12 (Twelve) months, from the date of acceptance of Purchase order. The guarantee should also contain a claim period of twelve months from the last date of validity. However it should be as per the bank's format enclosed with RFP. The PBG (Performance bank guarantee) shall be effective and if required to be extended during the currency / extended time of the contract period. The selected bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non-completion of the project.

The Bank shall invoke the Bank guarantee, if work is not completed as per time scheduled and the guarantee is not extended, or if the selected bidder fails to complete the obligations under this contract. The assessment of performance will be at the sole discretions of the bank.
- m. **Project Timeline:** - Project scope defined in the Para 18, all the activities in the scope must be completed within a maximum period of 52 weeks from the date of purchase order. Activity wise time line is as follows:

Sr.no	Activity	Timeline	Time frame
1	Development of Internal Rating models for Corporates	14 weeks from date of P.O.	14 weeks
2	a) Risk Based Pricing and RAROC computation b) Preparation of Request for Proposal (RFP) and selection of bidder for hosting of models	26 weeks from date of P.O.	12 weeks
3	Implementation of models on the suggested platform	48 weeks from date of P.O.	22 weeks
4	Training and Knowledge Transfer	52 weeks from date of P.O.	4 weeks

n. Penalty: The rate of penalty shall be 1% of the value of the affected service or product per week or part thereof, of delay or non-compliance subject to an upper limit of 10% of value of affected services or product.

o. Authorized Signatory- The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the selected bidder or a Power of Attorney holder to discuss, sign agreement/ contract with the Bank. In case a Power of Attorney holder is so authorised, the copy of Power of Attorney should also be submitted. The selected bidder shall furnish proof of signature identification for above purpose as required by the Bank.

p. Applicable Law and Jurisdiction of court- The Contract with the selected bidder shall be governed in accordance with the Laws of India in force at the time of execution of SLA or any subsequent amendment(s) and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

q. Arbitration: All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole arbitrator appointed with consensus of both the parties. If consensus is not arrived at till the expiry of 10 days from the date of reference of dispute to arbitration, then the arbitration will be conducted by two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the selected bidder. In the case of the said Arbitrators not agreeing then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

r. Cancellation of Contract and Compensation - The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The selected bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages/Penalty exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

- s. Non-payment of professional fees** - If any of the items/activities as mentioned in the price bid and as mentioned in Annexure B are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the selected bidder in the Price Bid against such activity/item.
- t. Assignment** - Bank may reassign the services required to the next bidder (L2) upon occurrence of the following: (i) Selected bidder refuses to perform; (ii) Selected bidder is unable to perform; (iii) termination of the contract with selected bidder for any reason whatsoever; (iv) expiry of the contract; (v) failure to perform contractual obligation during the currency of the contract.
- u. Subcontracting / Independent Contractor-** The selected bidder shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank. Service Provider shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- v. Limitation of Liability-** The aggregate liability of the selected bidder in connection with this Agreement, the consultancy services provided by the selected bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability

(whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the value paid to the selected bidder in the contract for the specific scope of work document. The Service Providers liability in case of claims against the Bank resulting from misconduct or gross negligence of the Service Provider, its employees and subcontractors or from infringement Intellectual Property Right or breach of confidentiality obligations shall be unlimited.

- w. Indemnity-** Selected bidder shall indemnify and hold harmless the Bank and its personnel from and against any loss, dues, fine, penalty, compensation, cost, damage, liability and expenses (including but not limited to attorney's fees) incurred relating to any claims arising out of or in any way relating to the Services under this contract.
- x. Force majeure** -For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.
- i. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the execution of this contract, and avoid or overcome in the carrying out of its obligations hereunder.
 - ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
 - iii. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
 - iv. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

This provision shall survive the termination of this Agreement for any reason.

- y. Integrity Pact** - Each participating bidder/s shall submit Integrity Pact as per attached Annexure-H on duly stamped of INR 500. Integrity pact should be submitted by all participating bidder/s at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in whose names and email IDs are as follows:

First IEM : Dr. Kishore Kumar Sansi, Mail ID: kishoresansi1@gmail.com

Second IEM : Shri Trivikram nath Tiwari, Mail ID: trivikramnt@yahoo.co.in

- The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently
- Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

z. Confidentiality:

- Selected bidder shall not use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of selected Bidder, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The selected bidder may disclose Confidential Information to consultants, professional indemnity insurers, such consultants and professional indemnity insurers shall be bound with similar confidentiality terms and conditions that are not less rigorous that those set out in this document.
- The selected bidder shall take appropriate measures by instruction and similar confidentiality written Contract prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The Service Provider agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's Confidential Information in violation of the terms of this Contract. Further, any breach of non-disclosure obligations by such employees or selected bidder shall be deemed to be a breach of this Contract by the selected bidders and selected bidder shall be accordingly liable therefore and indemnify to the Bank.
- Provided that the selected bidder may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Service Provider shall, unless prohibited by law or regulation, promptly notify the Bank of such order and afford the Bank the opportunity to seek appropriate protective order relating to such disclosure.

z(a) -Audit:

During the course of this Agreement, Central Bank of India reserves the right after giving reasonable prior 7 (Seven) days written notice (which notice shall include timescales and location) to Service Provider (SP) to undertake a review and audit of all or any of the Services being provided by Service Provider during the Agreement and all records, operational controls and processes for the last two years relating thereto. Service Provider shall co-operate fully and shall provide any information or other facility reasonably

required by Central Bank of India for the purpose of undertaking such review or audit as mentioned above.

z(b) - Termination and Exit option

(A) Termination of contract-

The Bank, by thirty (30) days written notice sent to the Service Provider, may terminate the Contract, in whole or in part for any violation in terms of contract. The notice of termination shall specify that termination is for violation in contractual terms and specify the date upon which such termination becomes effective.

(B) Exit option -

Notwithstanding anything contained in the contract, the Bank shall be entitled to terminate the agreement with the selected bidder for any violation in terms of contract at any time by giving thirty (30) days prior written notice to the selected bidder.

z(c) - Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Service Provider observe the highest standard of ethics during the execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm/Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

z(d) - Information Ownership

All information transmitted by selected bidder belongs to the Bank. The selected bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The selected bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to selected bidder. Any information considered sensitive by the bank must be protected by the selected bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the selected bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal

actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder or existing at any of the Bank location. The selected bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder or existing at any Bank location.

z(e) - Compliance with Laws:

1. Compliance with all applicable laws: Selected bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 2.Compliance in obtaining approvals/permissions/licenses: Selected bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Service Provider.
3. This indemnification is only a remedy for the Bank. Selected bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

z(f) -Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

z(g) - Liquidated Damages

1. If the selected bidder fails to perform the Services within the period(s) specified in the RFP/Agreement, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service. Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance of the contractual obligation in time schedule/ during currency of the contract.
2. The total amount of Liquidated Damages deducted will be pegged upto 10% of the contract amount.

z(h) - Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

24. Bid Evaluation Criteria

Bidder Selection/Evaluation Process- The evaluation of technical proposals, among other things, will be based on the following:

- Bidder's financial stability
- Methodology/ Approach proposed for accomplishing the proposed project.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Prior experience of the bidder in undertaking projects of similar nature.
- Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

- Matching the clear eligibility criteria as indicated under Clause 19 above (selected bidder Eligibility Criteria)
- Short-listing of the bidders based on the fully matched criteria.
- Paper evaluation based on response.
- Arriving at the final score on technical proposal.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The evaluation of the response to this RFP will be done on a **70-30 techno-commercial evaluation method**. 70% weightage is to the response to Table below - "Technical Bid evaluation criteria" and 30% weightage to the response to Annexure B - "Commercial Bid Format". The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology has been given below.

$$\text{Total score} = 0.70 \times T(s) + 0.30 \times F(s)$$

Where:

$$T(s) = T(v) / 100 \times 100$$

$$F(s) = (LEC / EC) \times 100$$

Acronyms:

- T(s) stands for percentage of technical evaluation score out of 100.
- T (v) stands for sum of the score as per 'Evaluation Criteria- Technical Bid Evaluation Criteria' (refer table below).
- F(s) stands for %age of a bidder's commercial price compared to the lowest quoted price.
- EC stands for Evaluated Cost of the Commercial offer quoted for by the bidder.
- LEC stands for Lowest Evaluated Cost of the Commercial offer amongst the bidders.

The bidder scoring the higher marks based on the criteria given above will be awarded all the assignments given in Scope of work.

For individual areas of work mentioned in the sections above, the bank/s will issue individual statement of work containing the scope, timeline and deliverables to the bidder chosen as part of this RFP process.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Commercial Bid Evaluation Criteria- It may be noted that commercial bids will be subjected to following evaluation process-

- Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation. Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

Table : Technical Bid Evaluation Criteria

Sr. No.	Particulars	Maximum Marks	Scoring Mechanism
1.	Credentials on past experience of three years in model development for any scheduled commercial bank in India with Assets side of not less than Rs. 20,000 crore or for any international bank with Assets size of not less than \$ 5 billion Work should have included drafting RFP for proposed solution for platform suggested including hardware, system & application Software and undertaking evaluation including demo, proof of concept, etc.	25 (Minimum marks required : 15)	▪ 4 or more banks - 25 marks ▪ 3 banks - 15 marks ▪ 1 bank - 05 marks
2.	Number of resources specializing in model development and validation in India Qualification: MBA Finance/ FRM/Master in Mathematics/Master in Statistics/Master in Analytics	15 (Minimum Marks required : 05)	▪ More than 20 resources - 15 Marks ▪ More than 10 and upto 20 resources - 5 marks
3.	Bidders existence in years	10 (Minimum Marks required : 5)	▪ More than 10 years as on 31.03.2020 - 10 marks ▪ 5 years or more and upto 10 years as on 31.03.2020 - 05 marks
4.	Presentation on the approach for development of Internal Rating models	20	▪ Evaluation by the Technical Committee
5.	Turnover of bidder in each of the last three years at Group Level from Indian operations FY 2017-18 FY 2018-19 FY 2019-20	15 (Minimum Marks required : 05)	▪ More than 500 crores in each of the three years - 15 marks ▪ More than 200 crores in each of the three years - 10 marks ▪ 100 crores or more in each of the three years -05 marks

Sr. No.	Particulars	Maximum Marks	Scoring Mechanism
6.	Net Profit in each of the last three financial years at Group Level FY 2017-18 FY 2018-19 FY 2019-20	15 (Minimum Marks required : 10)	▪ More than 10 crores in each of the three years - 15 marks ▪ Up to 10 crores in each of the three years -10 marks
	TOTAL	100	

"Overall minimum Qualifying Score will be 70%, subject to scoring of minimum required marks for each of the above criteria as mentioned above."

Note:

- All references have to be from commercial banks only.
- Banks exclude Cooperative Banks.
- The selected bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials by their competent authority.

25. Annexures

25.1. Annexure A- Technical Proposal Format

Sr.No	Particulars	Details to be furnished by the Bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office / Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder(At Group Level) FY 2017-18 FY 2018-19 FY 2019-20	
10	Net Profit of the bidder(At Group Level) FY 2017-18 FY 2018-19 FY 2019-20	
11	Approach and methodology for the proposed scope of work along with Illustrative deliverables	

Sr.No	Particulars	Details to be furnished by the Bidder
12	Details of the similar assignments by the bidder during the previous three Financial years in India FY 2017-18 FY 2018-19 FY 2019-20 (Name of the Bank and documentary proofs from the Bank are to be furnished)	
13	List of applicants major customers in last 3 years and details as below may be taken; FY 2017-18 FY 2018-19 FY 2019-20 i).Name and complete postal Address of the customer. ii).Name, designation, Telephone, Fax, e-mails and address of the contact person(customer) iii).Nature & Description, staff Consultancy services ordered by the customer during 2 yrs. iv). Whether reference letter enclosed.	
14	Details of inputs / requirements required by the bidder to execute this assignment.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
- e. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place :

Date :

Seal & Signature of the bidder:

25.2. Annexure B- Commercial Bid Format

The selected bidder has to quote for the fees based on the scope of work outlined in Section 18.B “Consultancy Project Scope”. Prices below are to be quoted inclusive of applicable taxes excluding GST.

Table 1:

Sno	Activity	%age of TCO	Amount in INR
1	Development of Internal Rating models & framework	30%	
2	Risk Based Pricing and RAROC computation	20%	
3	Preparation of Request for Proposal (RFP) and selection of Bidder for hosting of models	10%	
4	Implementation of models on the suggested platform	30%	
5	Training and Knowledge Transfer	10%	
	TCO amount in Words		

Note:

- The price quoted for the project should be inclusive of charges and all applicable taxes (except GST).
- The base location for the project execution would be Mumbai.
- The selected bidder will have to work as per the timing of the Bank
- All prices to be valid till completion of the assignment.

25.3. Annexure C- Compliance Certificate

Compliance Certificate

To,

Date :

**Dy. General Manager -RMD
Central Bank Of India
RMD, Central Office,
Bajaj Bhavan, Nariman Point**

Dear Sir,

Ref: -

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. We have never been barred/black-listed by any regulatory / statutory authority / Bank in India or internationally.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

25.4. Annexure D- Proposed Team Profile

Sl No	Major Deliverables of the project where team member is proposed to be involved	Name of the team member	Qualifications and certifications	Previous Banks where team member was associated	Duration of team member association with the bidder	No. of years of experience
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Signed Dated

Seal & Signature of the bidder

Phone No.:

25.5. Annexure E- Comments on the Terms & Conditions, Services and Facilities provided

Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comments/Queries
1				
2				
3				
4				
5				

Signed Dated

Seal & Signature of the bidder

Phone No.:

25.6. Annexure F- Confidentiality Agreement

Confidentiality Agreement

This agreement is entered into as of this _____ day of _____ 2020, by and between the bank and _____.

Where, the undersigned is desirous of accessing restricted / confidential / internal information / data of the bank; and therefore, the undersigned agree to the following:

1. We will not disclose or make available to any third party of the bank, any confidential, internal or proprietary contents of the knowledge or information of the bank or information about its clients maintained on the knowledge or information bases of the bank, nor will I grant direct access to such information or information sharing processes unless :
 - ▶ The concerned information owner in the bank gives them expressed, advanced and written permission as to each and every third party;
 - ▶ Each and every employee of the third party enters into a written agreement in the form of this Agreement.
2. Such confidentiality will be maintained by us during the period of our employment / contract with the bank as well as after the termination of such employment / contract.
3. We will protect confidential / internal information of the bank from loss and unauthorized use and manipulation.

Signature (_____)

Name (_____)

25.7. ANNEXURE G-NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2021.

BETWEEN

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai - 400 021 (hereinafter referred to as "**CBI**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential Information:** "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by

the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. **Non-disclosure:** The Receiving Party shall not use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to bidders only if the Bidder has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or bidders shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **Publications:** Neither Party shall publish news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or models thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or models thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or bidders.

IN WITNESS WHERE OF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory:
Designation:

For and on behalf of
CENTRAL BANK OF INDIA

Name of Authorized signatory:
Designation:

25.8 Annexure-H

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder / Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption and commits to observe following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder (s) /Contractor (s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the MD & CEO, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the MD & CEO, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the MD & CEO, CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

For & On behalf of the Principal Bidder / Contractor

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

25.9. Annexure-I

Certificate of Local Content

Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Service Provider other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above-mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:

Bidder

OEM

Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.

OR

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

This is to certify that proposed _____ < details of services > is having the local content of _____ % as defined in the above-mentioned RFP.

2. The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1.		
2.		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorized official

Name:

Company seal:

25.9. Annexure - J

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade(DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - I. An Officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - II. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration.
 - III. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/public enterprises etc. but also for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / Cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance / refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[* Note:

I. In respect of application of this order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

II. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/public enterprises etc.]

End of Document