



Request for Proposal for Conducting Assessment Centre

NOTICE INVITING TENDER (NIT)

(Only through e-tendering)

SCHEDULE OF TENDER (SOT)

Tenders are invited by the Reserve Bank of India (hereinafter referred as the 'Bank' or 'RBI') to assist the Bank in conducting Assessment Centres for about 150 officers of the Bank per year, and the estimated cost is about ₹7,800 per officer (excluding taxes). The number of officers, for whom Assessment Centres is to be conducted, may vary. The Bank intends to solicit proposals through a two-stage bidding process (comprising of Technical and Commercial Bids) from eligible companies.

The "Request for Proposal" (RFP) is also available in the Tender's section on the Bank's website (www.rbi.org.in). Interested bidders are requested to refer to the said RFP. Bids made strictly as per the provisions of the RFP document should be submitted online.

Sr. No.	Details	Date/Time/Other Particulars
i)	E-Tender No.	RBI/HRMD-CO/Central Office Departments/Others/ /25-26/ET/315
ii)	Mode of Tender	e-Procurement System (Online Part I - Technical Bid, Qualifying and Part II – Commercial Bid, through www.mstcecommerce.com/eprochome/rbi)
iii)	View Tender Date & Time on MSTC web portal	11:30 Hrs on July 22, 2025
iv)	Date & Time of NIT available for parties to download	11:30 Hrs on July 22, 2025
v)	Date & Time of starting of online e-Tender for submission of online Technical and Commercial Bid at www.mstcecommerce.com/eprochome/rbi	11:30 Hrs on July 22, 2025
vi)	Pre-bid Meeting (Hybrid)	11:00 Hrs on July 29, 2025 at RBI, Central Office, Mumbai. All questions regarding the tender should be submitted via email latest by 15:00 Hrs on July 28, 2025.
vii)	Date & Time of closing of online e-Tender for submission of online Technical and Commercial Bid	13:00 Hrs on August 12, 2025
viii)	Date & Time of opening of Part I (i.e., Technical Bid)	11:00 Hrs on August 13, 2025
ix)	Date & Time of Presentation at RBI, New Central Office, Mumbai	Will be notified to eligible bidders
x)	Date & Time of opening of Part II (i.e., Commercial Bid)	11:00 Hrs on August 25, 2025
xi)	Estimated value of tender (including taxes)	₹14,00,000/- (Rupees Fourteen Lakh only) for one year.
xii)	Earnest Money Deposit (EMD)	EMD @ 2% of the estimated value of tender

		<p>i.e., ₹28,000/- (Rupees Twenty Eight Thousand only) to be transferred in favour of the Bank <u>by NEFT only</u> on or before closing of the tender submission time i.e., 13:00 Hrs on August 12, 2025.</p> <p>The NEFT details are as under: Beneficiary Name: Reserve Bank of India. IFSC Code: RBIS0COD001 (the 5th, 9th and 10th characters are zero, 7th character is alphabet O) Account Number: 41869229904</p> <p>Once the amount is transferred, the UTR details may be shared with RBI. EMD of unsuccessful bidders would be returned within 30 days of opening of commercial bid. No interest would be payable on the EMD. Non-Payment of EMD will render the bids concerned non- responsive and such bids will be rejected.</p>
xiii)	Performance Bank Guarantee	<p>The successful bidder shall submit a Performance Bank Guarantee (PBG) from a scheduled commercial bank for an amount equivalent to 5% of the contract value in the prescribed format within 15 days from the date of award of contract, and the PBG shall be valid until completion of the work. Alternatively, the selected bidder may deposit the aforesaid amount with RBI through online mode (NEFT/RTGS) as security deposit within 15 days from the date of award of contract, and the amount deposited shall be refunded without any interest, within 30 days post completion of work. EMD of the selected bidder will be refunded within 30 days of receipt of PBG or the equivalent amount through online mode.</p>



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REQUEST FOR PROPOSAL
for
Conducting Assessment Centre for Officers of the Bank

e-Tender



RESERVE BANK OF INDIA
Human Resource Management Department
Central Office
21st Floor, Central Office Building
Shahid Bhagat Singh Road, Fort
MUMBAI – 400 001, INDIA

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Disclaimer

This Request for Proposal (RFP) is not an offer by the Bank, but an invitation to receive response from eligible interested bidders for conducting Assessment Centre for officers of the Bank. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the bidders. This document should be read in its entirety.

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PART I: Introduction and Instructions for E-Tender

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract shall have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b) **“Proposals”** means proposal submitted by bidders in response to the RFP issued by the Bank for appointment of Vendors.
- c) **“Competent Authority”** means the Chief General Manager-in-Charge, Reserve Bank of India, Human Resource Management Department, Central Office, Mumbai - 400 001.
- d) **“Committee”** means the committee constituted by the Competent Authority for evaluation of Technical Proposals.
- e) **“Vendor”** means any entity, selected by the Bank in pursuance of this RFP, which will provide the outlined services to the Bank under the contract.
- f) **“Contract”** means the Contract signed by the parties for appointment along with the entire documentation specified in the RFP.
- g) **“Day”** means Calendar Day.
- h) **“Effective date”** means the date on which the contract comes into force and effect.
- i) **“IFP”** means Invitation for Proposals, specified in Section I of RFP.
- j) **“ITR”** means Instructions to Bidders, specified in Section II of RFP.
- k) **“GCC”** means General Conditions of Contract, specified in Section III of RFP.
- l) **“Personnel”** means professional and support staff provided by the Vendor and assigned to perform services to execute an assignment and any part thereof.
- m) **“Services”** means the work to be performed by the selected vendors for the Bank and the contract to be signed by the parties in pursuance of assignment awarded to them by the Bank.

2. Introduction

The Bank has been constituted under section 3 of Reserve Bank of India Act, 1934. It has Offices across the country.

The Bank intends to solicit proposals through a two-stage bidding process (comprising of Technical and Commercial Bids) from eligible vendors for conducting the Assessment Centre

for Offices of the Bank. Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal (RFP) terms which is also available at the Bank's website www.rbi.org.in under the "Tenders" Section.

Complete confidentiality should be maintained as regards to any information related to this RFP. The information provided here should be used for its intended scope and purpose only. Retention of this RFP signifies the bidder's agreement to treat the information as confidential. The bidder must agree to bear all costs related to the preparation of their proposal.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regard to this RFP may be directed to Training and Development Division (TDD), Human Resources Management Department (HRMD), Central Office (CO).

3. The Bank invites online tender for conducting Assessment Centre for its officers during the period September 01, 2025, to August 31, 2026. Initially the contract will be for a period of one year with the provision to extend the contract for a maximum of two more years, one year at a time, subject to satisfactory performance of the selected bidder.
4. All entries in the tender should be entered in online Technical & Commercial formats on the website of MSTC (e-procurement service provider) without any ambiguity.
 - a. Technical Bid will be opened online on specified date and time as given in the NIT.
 - b. Commercial Bid of only eligible bidders will be opened thereafter. (For details refer to **Part III of this RFP**)
5. Bidders are instructed to use '**Upload Documents**' link in '**My Menu**' to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 5 MB.

Once documents are uploaded in the library, bidders can attach them through **Attach Document** link against the particular tender. Please note that if documents are not attached to any tender, the same cannot be downloaded by TDD, HRMD, CO, RBI and it will be deemed that the vendor has not submitted the documents. For further assistance, follow instructions given in the vendor guide.
6. All notices and correspondence to the bidder(s) shall be sent by email only, till finalization of tender is done by TDD, HRMD, CO, RBI as well as by MSTC (e-procurement service provider). Hence, the bidders are required to ensure that the email address provided by them is valid and updated with MSTC (i.e., service provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7. At any time, prior to the deadline for submission of online tender, the Bank may for any

reason, modify or withdraw the RFP in part or full. Please note that there is no provision to take out list of parties downloading the RFP/ tender document from the website mentioned in NIT. As such bidders are requested to see the website once again before the due date of opening, to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. **The responsibility of downloading the related corrigenda, if any, will be of the bidder only.**

8. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from the website. Please see RBI website and www.mstcecommerce.com/eprhome/rbi of MSTC Ltd. for any corrigendum. The Bank reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons. E-tender cannot be accessed after the due date and time mentioned in NIT.

9. Bidding in e-tender

- a) Bidder(s) need to submit necessary EMD (Earnest Money Deposit), Transaction fees (If any) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD.
- b) The process involves Electronic Bidding for submission of Technical Bid as well as Commercial Bid.
- c) Bidders will be required to register themselves online with www.mstcecommerce.com → MSTC e-Commerce → e-Procurement → PSU/Govt depts→ Select RBI Logo>Register as Bidder -- Filling up details and creating own user id and password→ Submit.
- d) In all cases bidder should use their own ID and password along with Digital signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time till the duration as mentioned above in NIT.
- g) It is mandatory that all the bids are submitted with class III signing and encryption type of Digital Signature Certificate otherwise the same will not be accepted by the system.
- h) All electronic bids submitted, using valid Digital Signature Certificate, during the e- tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and the acceptance of the same by TDD, HRMD, CO, RBI (Buyer) will form a binding contract between Buyer and the Bidder for execution of work. Such tenderer shall hereafter be called BIDDER.
- i) Bank reserves the right to cancel/reject/accept/withdraw or extend the tender in full or

part as the case may be without assigning any reason thereof.

- j) No deviation in the terms and conditions of the tender document is acceptable. Submission of Bid in the e-tender floor by any bidder confirms their acceptance of terms and conditions for the tender.
 - k) Unit of Measure (UOM) is indicated in the e-tender floor. Rate quoted should be in Indian Rupees as per UOM indicated in the e-tender floor/ tender document.
10. The selection of BIDDER resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
 11. No deviation from the technical and commercial terms and conditions will be allowed.
 12. RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
 13. The online tender should be submitted strictly as per the terms and conditions and procedures laid down on the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
 14. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded, which is not required as per terms of NIT, shall not be considered.
 15. The Bid will be evaluated based on the filled-in Technical & Commercial formats.
 16. The documents uploaded by the bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false, incorrect, fabricated or deceitful during scrutiny, punitive action can be taken against defaulting Bidder(s) and they shall be blacklisted, and Bank may take any such action/s as it may deem fit.
 17. During pre-qualification and evaluation of the e-tender, the Bank may, at its discretion, ask bidder for clarification/s on their proposal. The bidders are required to respond within the time frame prescribed by the Bank.
 18. The proposal may be uploaded along with the covering letter about the proposal, accompanied by the information/documents indicated in the Annex and the declaration signed by the authorized signatory with Seal of the Company. All pages are required to be signed and stamped.
 19. **MSTC System Requirement:**
 - i) A computer connected to internet through an ISP. The computer should have adequate RAM depending on version of Windows.
 - ii) The computer (Desktop / Laptop) should have Windows 7 or above.
 - iii) The Vendor should possess Class III signing and encryption type digital certificate.
 - iv) The financial bid has to be submitted online only at www.mstcecommerce.com/eprocn

(Version 3).

- v) System Requirement: For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <https://www.mstcecommerce.com/eprocn/>
- vi) The MSTC website is best viewed in Internet Explorer version 7 or above. In case there is a different version being used, the website should be added to Compatibility View Settings as shown below Tools > Compatibility View Settings>Add website mstcecommerce.com. The website <https://www.mstcecommerce.com> should be added to the list of “Trusted Sites”.
- vii) Ensure all the ActiveX controls of the Internet Explorer should be Enabled
Tools > Internet Options>Security > Custom level >Uncheck “Enable protected Mode”>
Tools > Internet Options>Security > Custom level >Enable ALL Active–X Controls and Plug-ins>Disable “Use Pop-up blocker” under the heading Miscellaneous.
- viii) The settings under Browsing History (Under Tools > Internet Options > General) for Check for newer versions of web pages should be kept at “Every time I visit the webpage”
- ix) Bidders are required to have their own and valid class III signing and encryption type of Digital Signature Certificates (DSCs). Each bidder shall need his signing type DSC to sign and login. During saving their bid in e-tender before final submission, a bidder shall need to have his Encryption type DSC.
- x) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- xi) The computer should have latest Java Runtime Environment version (Windows X86 Offline file) installed in it.
- xii) For Browser related settings, please refer to the ‘View Video’ available in ‘Vendor Login’
- xiii) The PC should run as an Administrator to install packages on being prompted on screen like TCS signer file for signing with DSC, Java encryption applet for data encryption, etc.
- xiv) The protected mode of the computer should be turned off.
- xv) Under Tools>Internet Options> Security> Miscellaneous select enable for “Access data Sources across domains.
- xvi) The Bid will have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the

Tender.

- xvii) All entries in the tender should be entered in online Technical & Commercial formats without any ambiguity.

20. Contact details (MSTC Ltd) for bidding process/system related queries:

- i) HO Central Help Desk: Phone Number: 07969066600
helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)
- ii) WRO Helpdesk: Phone Number:
7651915418/02269856817/02269856800 Email:
helpdeskwro@mstcindia.co.in
- iii) Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.
- iv) Mr. Tanmoy Sarkar, Deputy Manager: 8349894664

21. Special Note towards Transaction fee:

The vendors will pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Bidder / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Bidder / Vendor shall generate a challan by filling up a form. Service Provider / Bidder / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Bidder / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated Bank account, the transaction fee shall be auto authorized.

The transaction fee is non-refundable.

A bidder will not have the access to e-tender without making the payment towards transaction fee.

NOTE:

- Bidders are advised to remit the transaction fee well in advance before the closing time of the tender so as to give themselves sufficient time to submit the bid.
- The bidders are required to ensure that their corporate email id provided is valid and updated at the time of registration of bidder with MSTC. Bidders are also requested to ensure validity of their class III signing and encryption type of Digital Signature Certificate (DSC). Only one valid DSC should be registered by a bidder.
- The e-tender cannot be accessed after the closing date of tender and time mentioned in NIT.

PART II: General Information

1. The objective of this tender is to select an organization/ company/ vendor that could conduct assessment centre (AC) for the officers of the Bank with utmost professionalism and in the most cost-effective manner. The bidder must have the flexibility necessary to respond to RBI's current and changing needs.
2. The Bank, through internal processes, has modeled a set of differentiating behavioral competencies that deliver superior performance at different target roles. The objective of the assignment, therefore, is:
 - i. To design and conduct ACs in the Bank for the assessment of the competencies modelled for the target role of its officers. The AC is to provide the competency profiling of the participants against these identified competencies.
 - ii. To prepare Assessment Reports and detailed reports on the identified competencies of the officers, which will act as an input for the decisions by the Top Management of the Bank on the promotion of the officers to the next grade.
 - iii. The said report must include a detailed presentation on the competency profiles of the officers, inventory of strengths as well as weaknesses, desirable organization-level interventions for enhancement of strengths, attenuation of weaknesses, etc. The report must also indicate the key aspects (based on the AC observations) to be discussed during interviews/interactions with the officers by the Top Management. A one-page summary report also to be included.
 - iv. Besides, the officers are also to be provided with the feedback of their assessment in the form of a competency-wise report. This feedback report should include competency-wise scores with all relevant information to make it easily comprehensible.

3. Conflict of Interest

The Bank requires that the vendor should provide professional, objective, and impartial services and always hold the Bank's interests paramount, strictly avoid conflicts with other assignments/jobs or their corporate interests and act without any consideration for future work.

4. Validity of Proposal

Proposals shall remain valid for 90 (ninety) days after the date of Proposal opening prescribed in RFP. A Proposal valid for a shorter period may be rejected as non-responsive. The Bank may solicit the Bidders' consent to an extension of Proposal validity (but without any modification in Proposals).

5. Preparation of Proposal

The Bidders shall comply with the following related information during preparation of the Proposal:

- i. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- ii. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) on each page to bind the Bidder to the contract.
- iii. Vendors are not permitted to modify, substitute, or withdraw Proposals after its submission.

6. Fraud and Corruption

The Bank requires that the selected vendor through this RFP must observe the highest standards of ethics during the performance and execution of such contract.

In pursuance of this policy, the Bank:

- a) Defines, for the purposes of this provision, the terms set forth as follows:
 - i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Bank or any personnel of Vendor(s) in contract executions.
 - ii. **"Fraudulent practice"** means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to the Bank, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Bank of the benefits of free and open competition.
 - iii. **"Unfair trade practices"** means supply of services different from what is ordered on or change in the Scope of Work which was given by the Bank.
 - iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- b) Will reject a proposal for award, if it determines that the vendor recommended for award, has been determined by the Bank to having been engaged in corrupt, fraudulent, coercive practices or unfair trade practices.
- c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, if it at any time determines that the vendor has engaged in corrupt, fraudulent, coercive practices or unfair trade practice in competing for, or in executing, the contract or

commits breach of Integrity Agreement.

7. Response Format

The Bidder should submit their bid through MSTC portal along with Non-Disclosure Agreement (NDA) and Earnest Money Deposit (EMD) as specified in the RFP. All queries regarding the tender should be submitted to hrrmdcotraining@rbi.org.in **by 17:00 hrs on July 28, 2025 with email subject line as: RBI – INTENT TO BID FOR CONDUCTING ASSESSMENT CENTRE.**

The proposal must clearly indicate the name of the responding organization/ company/ vendor, as well as the name, address and telephone number of the primary contact for this proposal.

8. Please submit your proposal online at www.mstcecommerce.com/eprochome/rbi not later than 13:00 hrs on August 12, 2025, as mentioned in Part III - Proposal Instructions.

No extension will be granted for submission.

Address for communication:

**Chief General Manager-in-Charge
Human Resource Management Department
21st Floor, Central Office Building
Reserve Bank of India
Shahid Bhagat Singh Marg
Fort, Mumbai-400 001**

In case of any difficulty in bid submission, you may contact any of the below mentioned officers of the RBI:

- i. Shri Yogendra Kumar, Assistant General Manager - 022-22601000 Ext.: 2793
- ii. Shri Amit Kumar, Manager - 022-22601000 Ext.: 2778
- iii. Shri K Karthik, AM - 022-22601000 Extn: 2792

Please submit all questions in writing by email to hrrmdcotraining@rbi.org.in latest by August 11, 2025.

The Bank assumes no responsibility or liability for any cost you may incur in responding to this RFP, including attending meetings, etc.

9. Deviations from RFP Specifications

It is intended that the bidder should conform to these specifications in full. Do not quote any alternative solutions. Please quote for the requested financial arrangements only. Any deviation will make the bidder liable to be disqualified.

PART III: Proposal Instructions

Pre – Qualification Eligibility Criteria

The bids received from the bidders meeting the criteria specified as under will be considered for further evaluation:

- i. The bidder should be reputed and well-established registered company that is incorporated or registered under the Indian Companies Act, 1956 or Limited Liability Partnership registered under the LLP Act or a Partnership firm or a MSME registered in India are eligible to apply.
- ii. This invitation to respond to the RFP is open to organization/ companies/ vendors with a minimum of 3 years' experience in conducting assessment centres.
- iii. The vendor is also required to submit a list of the total number of Assessment Centre related assignments handled by their assessors proposed for the assignment along with details relating to their qualification and experience.
- iv. Vendor has to submit proof of having conducted Assessment Centre for at least 3 different organizations during last three financial years. The proof can be in the form of a certificate from the organization or a copy of satisfactory work completion certificate from the organization.
- v. The bidder should have a direct employee base (excluding contract and sub- contract employees) of more than 50 employees (as on December 31, 2024).
- vi. The bidder should accept the detailed Non-Disclosure Agreement shared along with this tender.
- vii. The bidder should NOT have been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted or by any organization or have any criminal proceedings against the company, its directors or any key managerial personnel.

Note:

- To participate in the bidding process Bidder has to qualify **All of the above clauses**
- Supporting documents for the eligibility criteria are as below^{**}:
 - i. Registration/incorporation certificate under point (i)
 - ii. Auditors certified copy to confirm for point (v).

^{**}The Bank reserves the right to call for further supporting documents, not only limited to above, to ascertain the pre-qualification criteria.

(A) Proposal Requirements

Bidders should note that for the purpose of award of contract for conducting assessment centre, a two-stage bidding process will be followed. The response to the present tender will be submitted in

two parts i.e. the Technical Bid and the Commercial Bid. The Bidder will have to submit the 'Technical Bid' and the 'Commercial Bid' online within the stipulated date and time. The 'Technical Bid' will contain the exhaustive and comprehensive technical details and 'Commercial Bid' will contain the pricing information. **The Technical Bid shall NOT contain any pricing or rate quoted information. If the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.**

Response should be organized into following sections:

Section 1 – Proposal Form and General Information of the bidder ([Annex 1](#) & [Annex 2](#)).

Section 2 – Proposal compliance letter ([Annex 3](#)).

A letter signed by an authorized officer of your organization signifying the proposal's complete compliance with the RFP specifications except as specifically noted in the appropriate sections.

Section 3 – Non-Disclosure Agreement ([Annex 4](#)).

Section 4 - Format for declaration on Sexual Harassment of women at workplace ([Annex 5](#)).

Section 5 – Format for Technical Bid submission ([Annex 6](#)) along with enclosures.

Section 6 - Format for Commercial Bid submission ([Annex 7](#)).

(B) Important Terms

- **Quotes:** The rates quoted must be final.
- **Terms:** The proposal must not include 'Cancellation' clause for the tenure of the program other than the conditions mentioned in this RFP.
- **Disqualifications:**
The Bank may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if such a bidder:
 - (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - (ii) Failed to provide related clarifications, when sought;
 - (iii) Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
 - (iv) Submitted the proposal documents after the response deadline.
 - (v) Submitted a proposal that is not accompanied by required documentation or is non- responsive.
 - (vi) Submitted a proposal with price adjustment / variation provision.

(C) Bid Submission

- (i) Response Format: Technical Bid and Commercial Bid to be submitted online at www.mstcecommerce.com/eprochome/rbi in the attached Format (Refer: [Annex – 6](#) and

[Annex-7](#)).

- (ii) The bid should be signed by the bidder, or any person duly authorised to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents, except brochures, if any, are to be signed by the authorised signatory.
- (iii) The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- (iv) The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- (v) No columns of the tender should be left blank. Bids with insufficient information and Bids which do not strictly comply with the stipulations given above, are liable for rejection.
- (vi) The bids will be opened in the online/offline presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of Technical / Commercial Bids. Only two representatives will be allowed to represent any bidder. In case the bidder's representative is not present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time at the sole discretion of the Bank.

(D) Process to be Adopted for Evaluation of the Bids

- (i) The Proposal Compliance declaration duly signed by the authorised signatory of the bidder will be reviewed initially. The declaration form which is accepted fully without any conditionality will be considered further for evaluation. Any form of incompleteness in this will disqualify the bidder from the tender process.
- (ii) The Bank may form an Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. During evaluation of Proposals, the Bank, may, at its discretion, ask the Bidders for clarification of their Proposals. During evaluation of Proposal, as well as during the period of contract, the Evaluation Committee has the right to carry out a due diligence in a fashion relevant to understand the facts.

(E) Evaluation criteria for Technical Bids

- (i) During technical evaluation, only the 'Technical Bids' will be opened in the presence of an internal committee of RBI. Technical Bids in respect of only those bidders who fulfill the pre-qualification eligibility criteria and submit all documents as indicated in the Part III of this RFP will be marked as per the table below.

S. No.	Criteria	Marks Eligible	Marks Awarded	Maximum Marks
1.	Vendor's average turnover in the last 3 financial years			10
	Less than 2 Crore	0		
	Between 2-5 Crore	5		
	5 Crore and above	10		
2.	Number of Assessors on the rolls of the Vendor from among the Assessors identified for the assignment:			15
	Less than 3 assessors	5		
	3-7 assessors	10		
	More than 7 assessors	15		
3.	Aggregate number of AC clients (clients for whom the vendor has conducted AC in the last 3 financial years)			15
	Less than 5 clients	5		
	5-10 clients	10		
	More than 10 clients	15		
4.	Project Value of AC clients: Aggregate number of the vendor's clients with a project value of at least Rs. 35 lakh in the past three financial years			15
	Less than 5 clients	5		
	5-10 clients	10		
	More than 10 clients	15		
5.	Vendor's relevant experience in conducting ACs for its clients (in years)			10
	Between 3- 5 years	5		
	More than 5 years	10		
6.	Number of assessment centres conducted for senior level functionaries (with minimum 12 years' experience) in the last 3 financial years			15
	Public sector and Private sector clients	15		
	Public sector clients	10		
	Private sector clients	5		
	None	0		
Cumulative technical score		80		80

For S. Nos 3 and 4 above, Clients would mean different organizations/institutes. Different programs conducted for the same organization/institute (even if for different target groups/different scope/different time period etc.) would not be taken as different clients. 'Contract signing authority' will be the differentiating factor for different clients.

(ii) Next, top five bidders scoring minimum 40 marks in cumulative technical score (total 80 marks), will be invited for further evaluation. Successful bidders up to fifth rank will be invited to make a presentation to an internal committee constituted for the purpose. In case of a tie, all eligible bidders up to fifth place will be called for a presentation. The internal committee of the Bank will evaluate the presentations. The Presentation will be part of technical bid and will be evaluated accordingly. The time limit for presentation is 20-minute for a maximum of 20 marks. Presentation shall broadly include:

- a. Understanding of the Terms of References.
- b. Organization and staffing including suitability of the Key personnel for the project.
- c. Overall Design, structure and delivery of AC
- d. Tools / Instruments for AC (including psychometric instruments)
- e. Final Report and Individual Report

S. No.	Criteria	Marks Eligible	Marks Awarded	Maximum Marks
1	Vendor Approach and Methodology to perform the assignment / job based on the RFP requirements Mark to be allotted by Bank's evaluation committee / team on the basis of presentation made by the BIDDER on the following parameters: <ol style="list-style-type: none"> a. Understanding of the Terms of References. b. Organization and staffing including suitability of the Key personnel for the project. c. Overall Design, structure and delivery of AC d. Tools / Instruments for AC (including psychometric instruments) e. Final Report and Individual Report 	20		20
Total Marks		20		

(iii) A Final Technical evaluation score shall be calculated as summation of technical parameters score and presentation score.

(F) Commercial Bid

The commercial bid would be an amount estimated to cost per officer for the Assessment Centre. It is estimated that the assignment would include approximately 150 officers per year. The financial quote should be in Indian rupees, and it should include all expenses proposed other than taxes.

(G) Selection Criteria

Combined Techno-Commercial Evaluation:

- (i) In respect of all the qualified Bidders, in whose case, the Commercial Bids would have been opened; a combined techno-commercial evaluation will be done by the Bank. A combined score will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 70% for technical and 30% for commercial. The combined evaluation shall be made by applying weightages of 70 and 30 for the technical and commercial scores according to the following formula:

$$\text{Technical Score of A} = \frac{\text{Technical Evaluation Score of A}}{\text{Highest Technical Evaluation Score}} \times 100$$

$$\text{Commercial Score of A} = \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of A}} \times 100$$

Combined score of A = 70% X Technical score of A + 30% X Commercial score of A

- (ii) Based on the above combined score, the vendors shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful Bidder, the Bank will follow the internal procedure for necessary approvals and, thereafter, proceed with notification of award of contract.
- (iii) In case of non-acceptance of the offer of tender to the H1 bidder, or non-submission of PBG within stipulated time, the tender will be offered to the H2 bidder.

PART IV: Scope of Work

1. Location

The Assessment Centre (AC) work would involve approximately 150 officers per year. The AC assignment will be conducted online.

2. Batch Size

The batch size may generally be 12-15 officers. However, the ratio of Assessors to Participants should in any case be maintained at 1:3 for each batch.

3. Broad Activities

The assignment will involve the following broad activities:

- a) **Project initiation and planning:** Submission of detailed project plan incorporating the specified scope of work to the Bank for approval. The Bank will provide information on the competencies identified by it to the successful bidders as and when required.
- b) **Acquaintance with the Bank's identified competencies:** The project personnel assigned by the vendor are to be aligned and oriented to the Bank's identified competencies in a structured manner.
- c) **Involvement of the Bank's own Assessors:** The Bank reserves the right to nominate its own officers to work as assessors in co-ordination with the team of assessors deployed by the successful bidder.
- d) To prepare detailed report on the identified competencies of the officers, which will act as an input for top management. The said report must include a detailed presentation on the competency profiles of the officers, inventory of strengths they need to maintain or to develop, and weaknesses they need to improve upon.

4. Design of Assessment Centre

Design should include the assessment framework and AC structure including selection of tools, instruments, etc. to be used for assessment with the Bank, and be willing to refine the same based on the inputs received. The dates of ACs would be decided in consultation with the Bank.

5. Tools / Instruments for ACs

The ACs should ideally have five tools such as in-basket exercises, role-plays, leaderless and leader-led group discussions, management games, presentations etc., to measure the behaviours that exhibit the competencies (about six competencies) as identified by the Bank for the different grades. The other tools in the set of tools may comprise of Competency Based Interview (CBI) or Behavioral Event Interview (BEI), Situational Judgment Tests,

Standardized Psychometric Tools, Ability Tests, Personality Tests, Role Plays, Case Study Discussions and Analysis, Fact Finding Exercises, etc.

The assessment tools should ideally contain two simulation / in- basket type exercises (suitably designed for senior level executives) that will put the assessee through different instances involving application of the competencies as chalked out in the assessment framework.

The set of tools to be used in ACs should be finalized in consultation with the Bank. All relevant information on reliability and validity of the finalized tools are to be shared with the Bank. The inter-rater reliability data on simulations / CBI / BEI should also be shared. Each AC shall be scheduled in such a way that the AC is completed in one day. Psychometric tests may be conducted earlier.

6. Criteria for Selection Tools

- The tools designed for AC should be capable of capturing various behavioural indicators as envisaged under each competency.
- Each exercise used in the AC design shall have been validated for manifestation of the required behaviours in the competencies to be tested.
- Each competency should be measured by at least 2 different tools for the purpose of integration of ratings.
- Not more than 2-3 competencies to be covered by one tool (apart from CBI/BEI).
- Separate cases to be used for administering different tools.
- The instruments should be of proven validity and reliability. Details of measurement criteria and measurement scales should be available with the instruments.
- The tools used should have multiple variants so that the ACs should not have repetitive content.
- All individuals should be covered by more than one assessor on each of the competencies.
- At the end of the AC, the competency-wise observations and ratings will be integrated between the assessors.
- The vendor shall share the details of finalized documents / templates related to assessment of participants during the assessment centre exercise, i.e., tool - competency matrix, tool - competency wise evaluation sheet, methodology for scoring, etc. The successful bidder shall also orient key project personnel of the Bank (approx. 6 persons) towards entire assessment framework to be used for the

assessment before the commencement of ACs.

7. Structure and Delivery of AC

a) The Bank may provide experienced senior officers of the Bank with the necessary experience / professional certifications in conducting Assessment Centers or to be part of the Assessment Center process. The assessors provided by the Bank will work in coordination with the assessors deployed by the vendor.

b) The AC output (report) shall be both of numerical format as well as verbal and descriptive format integrating the observations from the exercises and psychometric tests. The vendor shall obtain prior approval of the Bank for the format of the reports. Additionally, a one-page summary of the assessee also to be provided with the report.

c) Time Schedule:

Sl. No.	Activity	Timeline
1	Project planning and initiation	Within 5 days of date of award of contract.
2	Tool design and AC Centre framework design	
3	Conducting ACs in each phase	As per the mutually agreed upon dates between the Bank and the vendor. However, the Bank will provide five days' notice to conduct the AC.
4	Submission of individual reports for each AC	Within 5 days from completion of each AC.
5	Submission of consolidated reports after completion of assignment.	Within 5 days from completion of last AC of each assignment.

8. Final Report / Presentation to the Bank

A written report shall be submitted to the Bank within 5 working days from the date of completion of each AC and shall not send any communication to the AC participants. The report, consisting of following, at the end of each AC and a consolidated reported after completion of all ACs.

- Participant-wise reports, highlighting every individual's proficiency level on each of the competencies, based on the assessment
- The report will contain the behaviour exhibited by the individuals in each competency measured in AC.
- The report would provide competency-wise details and clearly illustrate key strengths and areas of development, with regard to the competencies assessed.
- Individual and Consolidated Reports in the format as approved by the Bank.

- e) One page summarized report of each individual.
- f) Any other report / analysis as required by the Bank from time to time.
- g) All documents / templates related to assessment of participants during the assessment centre exercise, i.e., tool-competency matrix along with evaluation sheet, methodology for scoring, etc.

PART V: RFP Terms and Conditions

Following terms and conditions shall apply to the evaluation process:

1. These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Bank shall be final and binding on the Vendors.
2. **Relationship between the Parties** - Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'Bank' and 'the Vendor'. The Vendor subject to this contract has complete charge of its personnel in performing the services under the Project. The vendors shall be fully responsible for the services performed by them or on their behalf hereunder.
3. **Bidder warranties** - By submitting a Response, the Bidder represents and warrants to RBI that, as at the date of submission:
 - i. The Bidder has fully disclosed to the Bank in its responses all information which could reasonably be regarded as affecting in any way the Bank's evaluation of the Response.
 - ii. All information contained in the Bidder's Response is true, accurate and complete and not misleading in any way.
 - iii. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon RBI's reputation if the Response is successful.
 - iv. The Bidder will immediately notify the Bank of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or the Bank's reputation or render the Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by the Bank.
 - v. The Bidder has not and will not seek to influence any decisions of the Bank during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.
4. **Earnest Money Deposit (EMD):**
 - i. Earnest money EMD @2% of the estimated value as specified in the tender will be collected from bidders.
 - ii. The EMD of successful bidder shall be released on acceptance of the tender and on production of a new Bank Guarantee called "Performance Bank

Guarantee (PBG)” from any scheduled bank in the form prescribed by the Bank towards security deposit for due fulfilment of the Contract.

- iii. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful bidder shall be bound to implement the Contract within fourteen days thereof. The successful bidder shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
- iv. All compensation or other sums of money payable by the Bidder to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the Bidder deposits such amounts in the account of the Bank within ten days of issue of demand notice by the Bank.
- v. EMD of unsuccessful bidders would be returned within 30 days of opening of commercial bid.

5. Performance Bank Guarantee (PBG) as Security Deposit:

- i. On award of the work, the successful bidder shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a PBG, within 15 days from the award of contract from any scheduled Bank in the form prescribed by the Bank towards security deposit for the due fulfilment of the Contract. PBG should be valid until the completion of the work. PBG will be non-interest bearing and will be released after its expiry. Alternatively, the selected bidder may deposit the amount equal to 5% of the contract value with RBI through online mode (NEFT/RTGS) as security deposit within 15 days from the date of award of contract, and the amount deposited shall be refunded without any interest, within 30 days post completion of work.
- ii. Post submission of PBG, the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be refunded within 30 days of receipt of PBG or the equivalent amount through online mode
- iii. If the bidder fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.
- iv. Further, non-submission of PBG within time will be treated as non-acceptance of the offer by the Bank and the Bank will offer the tender to the next successful bidder.
- v. The EMD shall be suitably extended, if necessary, till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the

contract.

- vi. The Bank reserves the right to enforce the Bank Guarantee or deduct the security deposit in favour of the Bank in case of unsatisfactory performance of the terms and conditions set out in the tender at any time during the Contract.

6. **Right to accept Proposal**

The Bank reserves the right to accept or reject any Proposal, and to annul the process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

7. **Clarifications and amendments of RFP Document**

RFP Clarifications

During technical evaluation of the proposals, the Bank may, at its discretion, ask vendor for clarifications on their proposal. The vendors are required to respond within the time frame prescribed by the Bank.

Amendments in RFP

At any time prior to deadline for submission of proposal, the Bank may for any reason, modify the RFP. The vendors shall be notified of the amendments through the email and such amendments shall be binding on them.

- 8. **Submission, Receipts and Opening of Proposals** - The vendor shall submit the proposal online through MSTC website. However, during evaluation of Proposal, as well as during the period of contract, the Evaluation Committee has the right to carry out a due diligence in a fashion relevant to understand the facts.
- 9. **Confidentiality** - Bidder must keep confidential any information received from or about RBI as a result of or in connection with the submission of the bid. All information contained in the bid, or in any communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. The Bank, however, will not disclose the information provided by a Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally, and at any point of the evaluation and selection process, the Bank may require the Bidder to execute a Non-Disclosure Agreement (NDA) if the Bidder has not executed an NDA with the Bank previously. NDA to be executed on a ₹500 stamp paper.
- 10. **Disclaimer** - Whilst all reasonable care has been taken in compiling this RFP, the figures, documents, and details are presented in good faith; and no warranty or

guarantee (express or implied) is given by the Bank as to the completeness or accuracy of the response or any information provided in or in connection with it. To the maximum extent permitted by law:

- i. The Bank, its officers, employees and agents will not be liable in any way whatsoever for any loss, damage, cost or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process; and
 - ii. Each Bidder releases and indemnifies the Bank from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with the evaluation and selection process.
11. This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific requirement of the Bank and an invitation to recipients to submit a responsive proposal addressing such requirements. The Bank reserves the right to make no selection and enter into no agreement as a result of this RFP. Only the execution of a written agreement between the Bank and the bidder will obligate the Bank in accordance with the terms and conditions contained in such agreement.
 12. It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, the Bank may, at its option, incorporate all or any part of your response to this RFP in the contract. The Bank reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.
 13. **RBI's right to verify** - The Bank reserves the right to conduct a site survey or obtain other evidence of facilities, resources, and managerial, financial and Bidder performance abilities prior to announcing the successful Bidder or awarding an agreement under this evaluation process.
 14. **Financial documents** - The Bank may request additional financial/ business information from the Bidder at its discretion.
 15. **Selection criteria** - The Request for Proposals (RFP) is intended to result in appointment of vendor to assist the Bank in conducting Assessment Centres for its officers. The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and a vendor will be appointed from the bidders.

All eligible entities are invited to submit their Proposals for executing the assignment based on detailed Request for Proposal (RFP).

16. **Award of Contract** - On acceptance of Proposal for awarding the contract, the Bank will notify the successful Bidder in writing that their proposal has been accepted. The Bank and successful Bidder will sign the Contract Agreement. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties. The draft Contract is enclosed as [Annex 9](#).
17. **Termination/or suspension of evaluation process** - The Bank reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs, but the Bank is not obliged to provide any reasons.
18. **Other Rights** - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, the Bank may at any stage of the evaluation process:
 - i. Waive or change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change / waiver would be duly and publicly notified by issuing corrigendum against the tender on MSTC and Bank's website before closure of the bid date.
 - ii. Cancel the RFP / Tender at any stage, without assigning any reason whatsoever.
 - iii. Change the structure and timing of the evaluation process;
 - iv. Extend the time for submission of all proposals and such an extension would be duly notified on MSTC and Bank's website;
 - v. Require additional information from a Bidder;
 - vi. Terminate further participation in the evaluation process by a Bidder;
 - vii. Negotiate with more than one Bidder;
 - viii. Terminate negotiations being conducted with a Bidder;
 - ix. Vary or extend the timetable and evaluation process, accept any non-complying Response; or
 - x. Vary the terms and conditions of the evaluation process or specifications or requirements at any time.
 - xi. Waive any requirement of the RFP per its sole discretion where the best interest of the Bank would be served by such a waiver.
 - xii. Reject any or all responses received in response to the RFP without

assigning any reason whatsoever.

- xiii. Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within 14 days of award of offer.
 - xiv. Select the bidder even if a single bid is received as a response.
 - xv. Share the information / clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.
19. The Bank at its discretion may renew the contract twice, for a period of one year each, subject to review and satisfactory performance on the same terms and conditions and at the **same rates** as quoted in commercial bid. The decision of the Bank will be final in this regard.
20. **Responsibility for Costs** - Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing RBI with the response, the revised response or any additional information).
21. **Payment Terms** - Bank will release the payment of the agreed Professional Fees to the selected vendor after deduction of applicable taxes/ GST. The payments will be made on completion of the assignment. No advance payments will be made.
22. **Performance Assessment** - This RFP is for appointment of vendor to conduct Assessment Centres for its officers. If during execution of the Project, following problems were found, then a penalty would be imposed for every such problem. A penalty of 1% of the amount to be paid (subject to maximum of 20%) may be imposed by the Bank, which will be the part of Project specific RFP and Terms of Reference:
- i. Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
 - ii. Delays in deliverables.
 - iii. Not assigning adequate resources in time.
 - iv. Not engaging resources on a dedicated basis, even when required.
 - v. Assigning resources that do not meet the clients' requirements.
 - vi. Inadequate interaction with the client department.
 - vii. The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable. If the delay is beyond one week, then the Bank may rescind the Contract and shall be free to get it done from the vendor who has scored the second highest score as per the techno-commercial evaluation at the rate quoted by the H1. The Bank may also debar

the Vendor for applying in its future assignments.

23. **RBI's right to vary** - The Bank reserves the right to vary any aspect of this valuation process, RFP without liability to Bidder. Where the Bank varies any aspect of this evaluation process or the agreement, the Bank shall notify the Bidder of that variation.
24. **Incorporation of Responses into agreement** - The Successful Bidder, as concluded by the Bank, shall sign an agreement with the Bank. The Bank may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder into the final agreement. The Bank may require a successful Bidder to submit, before negotiation agreement, details of issues which may affect their ability to act as a Bidder.
25. **Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules, or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.
26. **Governing Laws & Dispute Resolution** - The RFP and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators - one each to be appointed by RBI and Bidder and the two appointed arbitrators then appointing an umpire. The venue of arbitration shall be Mumbai and the language of the arbitration proceeding and that of all documents and communications between the parties will be in English. The decision of majority of arbitrators will be final and binding upon both the parties. All arbitration awards will be in writing and will state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators will be shared equally by the Bank and the Bidder/s. However, the expenses incurred by each party in connection with the preparation will be borne by the party itself. The evaluation process as communicated earlier shall continue without any changes.
27. In the event that the bidder elects not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of any information contained in this RFP.
28. **Legal Jurisdiction**- All legal disputes between the parties will be subject to the jurisdiction of the Courts situated at Mumbai only.

29. **Governing Language** - The Contract shall be written in English & Hindi Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language,

30. The evaluation process as communicated earlier shall continue without any changes.

31. **Indemnity**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under this document or for which the bidder has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the contract and to protect the Bank during the tenure of the contract. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third-party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the service supplied by the bidder covered under the contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any lawsuits of any kind initiated against the Bank.

32. **Termination**

A suitable clause for termination by giving proper notice will be incorporated in the contract with the successful bidder. The contract with the selected bidder may be terminated at the Bank's discretion on account of the following or without assigning any reason:

- i. On the bidder's refusal to take up the assigned work
- ii. If the bidder stands dissolved / reconstituted/ insolvent or bankrupt
- iii. On the bidder's failure to abide by the terms and conditions stipulated in the RFP and the contract

- iv. If the performance of the bidder is found unsatisfactory (viewed as such by the Bank's appropriate authority)
 - v. Any other reason at the discretion of the Bank.
33. The Bank reserves the right to terminate the contract/cancel the contract with two months' notice after giving a reasonable opportunity to the bidder for improving the discharge of services. This reasonable period, however, shall not exceed 60 days after an issuance of communication to this effect to the bidder by the Bank.
34. The Vendor shall perform the services and carry out their obligations under the Contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Vendor shall always act in respect of any matter relating to this contract as faithful advisor to the Bank. The Vendor shall always support and safeguard the legitimate interests of the Bank, in any dealings with the third party. The Vendor shall abide by all the provisions / Acts / Rules laws prevalent in the country. The Vendor shall conform to the standards laid down in the RFP in totality.
35. **Intellectual Property Rights**
No services covered under the Contract shall be sold or disposed by the Vendor in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Vendor shall indemnify the Bank from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Vendor, the Bank shall be defended in the defense of any proceedings which may be brought in that connection.
36. **Clause of Prevention of Sexual Harassment at Workplace-**
- i. The vendor shall comply with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
 - ii. In case of any complaint of sexual harassment against an employee or any representative of the vendor, the complaint will be filed before the internal complaints committee constituted by the vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
 - iii. In case of any complaint of sexual harassment against an employee of the vendor within the premises of the Bank, a complaint will be filed before the Central Complaints Committee/ Complaints Committees constituted by the

Bank under the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”.

- iv. Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of RBI shall be taken cognizance of by the Central Complaints Committee/ Complaints Committees constituted by the Bank under the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”.
- v. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to RBI employee, if allegations under the complaints are proved.
- vi. The vendor shall be responsible for the educating its employees and representatives about prevention of sexual harassment at workplace and related issues.
- vii. The vendor shall provide a complete and updated list of its employees and representatives who are deployed within RBI premises.

Annex 1**A. PROPOSAL FORM**

The Bidders are required to submit the covering letter in the **Form I**. This Form should be on the letter head of the Bidders, who are submitting the proposal.

FORM I: Covering Letter (on Vendor's letterhead)

Date:

To

Chief General Manager-in-Charge
Reserve Bank of India, Central Office
Human Resource Management Department
21st Floor, Central Office Building
SBS Marg, Fort
Mumbai - 400 001

Dear Sir

Subject: Proposal for Appointment of Vendor for conducting Assessment Centre

- 1) Having examined and understood the instructions, terms and conditions of RFP, we, the undersigned, offer our proposal to undertake the assignment with the Reserve Bank of India, in full conformity with the said RFP.
- 2) We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 3) We agree to abide by this Proposal, consisting of this letter, the Technical Proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- 4) Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
- 5) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 6) We understand you are not bound to accept any proposal you receive.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....

Annex 2

GENERAL INFORMATION OF THE BIDDER

The bidders are required to submit their profiles in the following Form:

Form II: General Information

- A. Eligibility (Please specify)
 - a. Firm/Company;
- B. Name
- C. Contact
 - a. Address
 - b. Telephone Number
 - c. Fax
 - d. Mobile
 - e. Email
 - f. Website
- D. Locations and Addresses of office
 - a. Indian
 - b. Overseas

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for

And on behalf of.....

Date.....

Place.....

Annex 3

Proposal Compliance Letter

(To be submitted on the company's letter head and signed by the authorized signatory with seal)

Proposal Compliance Letter

We have read and understood the terms and conditions of the RFP and express our agreement to them and confirm that decisions of RESERVE BANK OF INDIA with regard to RFP will be binding on us.

The information contained in the bid sheet is correct to the best of our knowledge and belief.

We further confirm that our company is in a position to comply with all the requirements in the RFP. Attached is a signed copy of the tender document.

Date:

Authorized Signatory

Place:

Seal of the Company

Format of Non-Disclosure Agreement

(To be submitted on the company's letter head and signed by the authorized signatory with seal)

Non-Disclosure Agreement

The bidder shall not disclose directly or indirectly any information, data and / or any detail of the Bank, which may come to the possession or knowledge of the bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at the times hold the same in strictest confidence. The bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the information without the previous written consent of the Bank. The Bidder shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Bank shall be entitled to claim damages and pursue legal remedies.

The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

Annex 5

Format for declaration on Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013)

(To be submitted on the company's letter head and signed by the authorized signatory with seal)

1. The vendor shall comply with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
2. In case of any complaint of sexual harassment against an employee or any representative of the vendor, the complaint will be filed before the internal complaints committee constituted by the vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
3. In case of any complaint of sexual harassment against an employee of the vendor within the premises of the Bank, a complaint will be filed before the Central Complaints Committee/ Complaints Committees constituted by the Bank under the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013".
4. Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of RBI shall be taken cognizance of by the Central Complaints Committee/ Complaints Committees constituted by the Bank under the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013".
5. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to RBI employee, if allegations under the complaints are proved.
6. The vendor shall be responsible for the educating its employees and representatives about prevention of sexual harassment at workplace and related issues.
7. The vendor shall provide a complete and updated list of its employees and representatives who are deployed within RBI premises.

Annex 6

Format for supplying information for the purpose of technical evaluation

S. No.	Criteria	Information to be Furnished by Bidder
1.	Vendor's Turnover in the last 3 Financial Years	
	FY 2022-23	
	FY 2023-24	
	FY 2024-25	
2.	Number of Assessors on the rolls of the vendor from among the Assessors identified for the assignment	
3.	Number of AC clients (Clients for whom the vendor has conducted AC in the last 3 financial years)	
	FY 2022-23	
	FY 2023-24	
	FY 2024-25	
4.	Project Value of AC Clients: Number of the vendor's clients with a project value of at least Rs. 35 lakh in the past three financial years	
	FY 2022-23	
	FY 2023-24	
	FY 2024-25	
5.	Vendor's relevant experience in conducting ACs for its clients (in years)	
6.	Number of assessment centres conducted for senior level functionaries (with minimum 12 years' experience) in the last 3 financial years.	
	Public sector and Private sector clients	
	Public sector clients	
	Private sector clients	
	None	

For SI No 2, Profiles of assessors (atleast 5) who may be involved in executing the assignments / projects to be submitted. The Profile should contain the following details in a tabular form of key people / core members:

- Name
- Experience
- Date of joining the organisation

- d) Educational Background
- e) Certifications
- f) Summary of professional / domain experience
- g) Significant Accomplishment/s

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for

And on behalf of.....

Date.....

Place.....

Annex 7**Commercial / Financial Quotation for Vendor**

Item	Amount / per person (Rs.)
Professional fees inclusive of all expenses (The amount quoted is exclusive of any tax/ GST, whatsoever)	

Signature.....**In the capacity of.....****Duly authorised to sign Proposal for****And on behalf of.....****Date.....****Place.....**

Annex 8**Format for Performance Bank Guarantee**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

Chief General Manager-in-Charge
Reserve Bank of India, Central Office
Human Resource Management Department
21st Floor Central Office Building
SBS Marg, Fort Mumbai - 400001

Dear Sir,

Conducting Assessment Centre for officers of the Reserve Bank of India

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or

proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ____ (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. ____ (Rupees only) .

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the

RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1
Signature
Name
Address

Annex 9**CONTRACT AGREEMENT**

THIS AGREEMENT is made on the day of 2025 between the **Reserve Bank of India** (hereinafter called "**the Bank**") on one part and (Name of Vendor) (hereinafter called "the Vendor") on the other part:

WHEREAS

- a) The Bank is desirous that the Vendor should execute Projects / Assignments to assist the Bank in conducting Assessment Centres for officers of Reserve Bank of India.
- b) The Vendor, having represented to the Bank that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- 2. The following documents in relation with Request for Proposals issued for selection of Vendors for conducting Assessment Centres (ACs) shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) Information and Information for E-tender
 - b) General Information
 - c) Proposal Information
 - d) Scope of Work
 - e) All formats and documents submitted by Vendor during submission of Proposal
 - f) RFP Terms and Conditions
 - g) Notification of Award
- 3. The contract shall begin from the date of signing of the contract by the selected vendor and the Bank.

4. The appointment of vendor would be valid till the completion of assignment.
5. The Bank requires that Vendors must provide professional, objective, and impartial advice and always hold the Bank's interest paramount, strictly avoid conflicts with other assignments / jobs, downstream projects or their own corporate interests and act without any consideration for future work. The Vendor is also required to furnish a Statement of Non-Conflict along with their technical bids.
6. The mutual rights and obligations of the Bank and the Vendor shall be as set forth in the Contract, in particular:
 - a) the Vendor shall carry out the services in accordance with the provisions of the Contracts; and
 - b) the Bank shall make payments to the Vendor in accordance with the rates quoted as per the financial bid and in terms of provisions of the Contract on successful completion of the service to the satisfaction of the Bank.
7. The stamp duty in respect of the agreement as per the Maharashtra Stamp Act, 1958 shall be paid by vendor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Reserve Bank of India [Authorized Representative]

For and on behalf of [Name of Vendor]

[Authorized Representative]

[Note: If the Vendor consists of more than one entity, all these entities should appear as signatories]