

AMENDED:  
01 December 2020



Request for Proposal (RFP)  
A Diagnostic Study to Establish A Moveable  
Collateral Registry in the Commonwealth of The  
Bahamas

Central Bank of The Bahamas  
Frederick Street  
P. O. Box N-4868  
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## 1. Introduction

- 1.1.** The Central Bank of The Bahamas (the Bank) invites proposals from qualified firms or individuals to perform a diagnostic study analysis that guides the establishment of a moveable collateral registry for The Bahamas. This input is intended support a second stage project to develop a modernized secure framework, in which businesses and individuals can pledge movable assets as security towards credit and other commercial transactions.
- 1.2.** The Bank intends to collaborate with a suitably qualified firm or individual capable of delivering on the requirements set forth in this RFP. Interested parties are expected to provide recommendations on the complete framework and a roadmap for implementation, inclusive of the proposed legislative framework and operational structure for the registry.
- 1.3.** The Bank expects to identify a solution, which is a best fit for The Bahamas' economic environment. Alongside a credit bureau and potential reform to bankruptcy laws, the collateral registry would strengthen the domestic framework for access to credit, particularly for micro, small, and medium-sized businesses.
- 1.4.** This project is being launched in close collaboration with the Ministry of Finance. It is expected to enlist close cooperation with existing government agencies with responsibility for maintaining public registries; and with credit originating stakeholders in the financial sector. A level of consultation with other domestic stakeholders is also anticipated.
- 1.5.** The deadline for submission of responses is 24 December, 2020.

## 2. Scope of Work

- 2.1.** The consultant(s) would be required to deliver a fully executable template for establishment of the collateral registry, from draft legal arrangements to recommended technology infrastructure and optimal institutional administrative arrangements.
- 2.2.** The diagnostic study must be conducted in accordance with international best practices to identify existing gaps in the legal and regulatory system, from which specific reform proposals would be provided to support a fully operational collateral registry; and provide recommendations for the optimal institutional arrangements and capacity development needs for the functioning registry. Areas that require focus include, the current state of play for collateralized access to credit, assessment of the legal system and assessment of existing institutional and operating capacity.

- 2.2.1.1. **Examining the current state of play**, the diagnostics should assess the financing needs of local actors, and the potential, country-specific role that movable collaterals could play in affecting the level of access to credit.
  - 2.2.1.2. **Review of the legal and regulatory** system should identify features of the current regulatory framework that acts as either hindrances or promoters of the supply of secured credit. This legal review should be guided by the United Nations Commission on International Trade Law (UNCITRAL) Model Law on Secured Transactions. It should examine all current domestic legislation relevant to the use of movable property as collateral; and identify any class of property that could be impeded from use as collateral under existing laws. Actionable outcomes include, comprehensive recommendations on new or amended legislation to achieve the modernized collateral registry framework.
  - 2.2.1.3. **The institutional analysis** should identify the institution or agency most fit to host the collateral registry, with due consideration to the optimal organizational structure, technology systems and human resources capacity requirements. The analysis should also consider a fit for purpose cost recovery model for the registry; and assess expediency of establishing a transitional startup framework, while permanent capacity is strengthened within designated government agencies.
  - 2.2.1.4. A recommended detailed plan of action for the development of the collateral registry should also be provided. This should anticipate the timelines to conclude on legal reforms, acquire technology solution establish a transitional setup if necessary; and the timeline to build sustained, medium-term capacity with the permanent designated government agency
- 2.3.** The consultant/firm would be required to consult broadly with stakeholders, in the enterprise sector, domestic financial institutions and legal professionals. This would include consultation on the current state of play, identified needs of the financial sector and on preliminary reform proposals.

### 3. Deadlines & Deliverables

- 3.1.** The consultancy should be completed on a timeline of no more than 9 months, and commence no later than 01 March 2021. End deliverables would include the following:
  - 3.1.1.** The diagnostic report and recommendations on the legal and operations framework.
  - 3.1.2.** Comprehensive drafts of proposed amendments or new legislation/regulations.

- 3.1.3.** Draft recommended project plan for implementation of the registry, including proposed RFP template for procurement of technology solutions and or operator.

## 4. RFF Proposal Requirements

- 4.1.** In responding to this RFP, interested firms and consultants must provide the following:
  - 4.2.** A summary proposal and proposed timeline for completion of work.
  - 4.3.** List of relevant, prior works completed and references if available.
  - 4.4.** List of key personnel who will undertake the work, and a summary of their relevant qualifications and experience.
  - 4.5.** Proposed pricing or cost estimate for the work. Please explain how the cost estimates are determined.

## 5. Confidential Use & Disclosure of Information

- 5.1.** The issuance of the RFP and the receipt of information in response to this document shall not, in any way, cause the Central Bank of The Bahamas to incur any liability, financial or otherwise.
- 5.2.** The Bank will assume no obligation to reimburse or in any way compensate any respondent for losses or expenses incurred in connection with their response to this document.
- 5.3.** The Bank assumes that all information supplied by the respondent will have been submitted in good faith and expects the information provided to be accurate.
- 5.4.** The information contained in the response to the RFP is confidential and is subject to the Non-Disclosure Agreement in Annex 1. Annex 1 must be reviewed, signed and returned along with the response to the RFP.

## 6. Submission of Responses/Contact Details

**6.1.** All questions and communications regarding this RFP must be directed via email to the address listed below. Each message should identify the sender's name and company.

**6.2.** The proposal must comprise a Cover Letter (Annex 2), (i) the Collateral Registry Diagnostic Study Proposal and (ii) the signed Non-Disclosure Agreement (NDA) (Annex 1).

**6.3.** The completed proposal must be transmitted via email to

The Governor  
c/o Tender Committee  
Central Bank of The Bahamas  
Nassau Bahamas

Via email: [Tenders@centralbankbahamas.com](mailto:Tenders@centralbankbahamas.com)  
Copied to: [governor@centralbankbahamas.com](mailto:governor@centralbankbahamas.com)

**6.4.** Enquiries about this proposal should also be transmitted in care of the same above address.

**6.5.** The deadline for submission of responses is 24 December, 2020.

## Annex 1 Non-Disclosure Agreement

This AGREEMENT is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the “Effective Date”) by and between the Central Bank of The Bahamas, a body corporate established under section 3 of the Central Bank of The Bahamas Act, 2000, with its principal place of business at Frederick and Market Streets, Nassau, Bahamas, and \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (each of which may be referred to herein as the “Discloser” and/or the “Recipient”, as the case may be, of information).

### WHEREAS

- (a) The Central Bank of The Bahamas is seeking to license a collateral registry in The Bahamas and \_\_\_\_\_ is seeking to be licensed as a collateral registry operator in The Bahamas (“the Purpose”).
- (b) The Central Bank of The Bahamas and \_\_\_\_\_ (hereafter collectively referred to as “the parties”) are aware that certain confidential information and other material may be disclosed between the Central Bank of The Bahamas and \_\_\_\_\_ including, without limit,
  - (i) trade and business secrets and other proprietary information and material belonging to either of the parties hereto, their group companies or associated organizations including, but not limited to, information relating to each other’s operations, systems, software, processes, methodologies, plans, know-how, data, ideas, customers, suppliers, personnel, prices, profitability or other business, commercial or financial affairs;
  - (ii) information about the business or affairs of a licensee of, or other entity that is supervised by, the Discloser; or information about the identity,

assets, liabilities, transactions or accounts of a customer of a licensee of the Discloser, or of a customer of an entity that is supervised by the Discloser; or

- (iii) information about any application made to the Discloser under the Banks and Trust Companies Regulation Act, 2000,

hereafter referred to as “Confidential Information” and are desirous of protecting same.

**NOW THEREFORE** in consideration of the mutual covenants contained herein, each of the parties hereto, intending to be legally bound, does hereby agree as follows:

1. The Recipient will only use the Confidential Information strictly for the stated Purpose.
2. All Confidential Information disclosed by either of the parties hereto (the “Discloser”) to the other party (the “Recipient”) in connection with the Purpose or negotiations or informal discussions concerning the Purpose and whether the Confidential Information is conveyed verbally, by demonstration, in writing or in any other medium or form will be treated as strictly confidential by the Recipient.
3. Except for reasons, and on the basis set out in paragraph 5 below, the Recipient will not disclose any of the Discloser’s Confidential Information to any third party without the prior written approval of the Discloser; such written approval not to be unreasonably withheld.
4. The intellectual property rights of any such Confidential Information remains (unless otherwise expressly agreed in writing between the Recipient and Discloser) the exclusive property of the Discloser (or its licensor’s) and such Confidential Information is only permitted to be used by the Recipient strictly for the Purpose.

5. The Recipient will take all reasonable steps to protect the Discloser's Confidential Information from disclosure and discovery and that these steps will be no less than the steps, which the Recipient would take to prevent the unauthorized disclosure or discovery of its own Confidential Information of a similar nature.
6. The Recipient will only divulge the Discloser's Confidential Information to those employees who need to know it strictly for the Purpose but only after making them aware of the confidential nature of the information and taking all reasonable steps to ensure that they will adhere to obligations equivalent to those imposed by this agreement. Notwithstanding the earlier provisions of this paragraph 6, the Recipient of the Confidential Information will be responsible to the Discloser of the Confidential Information for the failure of any party to whom the Recipient discloses the Confidential Information to observe the obligations in this agreement regarding the use and secrecy of the Confidential Information, only to the extent that the Recipient has control over the third party.
7. The Recipient will notify the Discloser of any unauthorized disclosure or use of the Discloser's Confidential Information and the Recipient will take all steps necessary (including, but not limited to, any required by the Discloser) to minimize the effect of such disclosure or use and to prevent any further disclosure or use.
8. The Recipient will not have any confidentiality obligations under this agreement with respect to information which, through no wrongful act of the Recipient:-
  - 8.1. is already in the Recipient's possession prior to disclosure by others not subject to any restrictions on use or disclosure and the Recipient can demonstrate this from its written records;
  - 8.2. is independently developed but only where this is without reference to the Discloser's Confidential Information.
  - 8.3. is lawfully obtained from a third party under no restriction on use or disclosure, and the Recipient is not aware that the third party is

breaching any obligation of confidentiality relating to the information disclosed;

8.4 becomes publicly known; or

8.5 is required to be disclosed by law or by any judicial order provided that the Recipient prior to such disclosure shall notify the Discloser of the order as soon as possible after receipt to provide the Discloser a reasonable opportunity to protect its Confidential Information by protective order or other means.

9. The Discloser's Confidential Information is valuable and damages may not be an adequate remedy for any breach of the provisions of this agreement by the Recipient and that the Discloser will be entitled to injunctive or other equitable relief for any actual or threatened breach of the provisions of this agreement by the Recipient (without the need for the Discloser to prove any special damage).
10. The Discloser gives no warranties (expressed or implied) in respect to the information provided to Recipient under this agreement.
11. The disclosure of information relating to the Purpose for which it is provided does not confer a right to use it for anything other than the Purpose.
12. The Recipient will, in its best ability, maintain all confidentiality notices or proprietary markings placed upon or within the Confidential Information and will not remove, destroy, deface or obscure such markings.
13. Except to the extent strictly necessary for the Purpose, the Recipient will not copy, reproduce or record in writing any Confidential Information.
14. After the expiry or termination of this agreement, all parties undertake not to make any disclosure relating to the Discloser's Confidential Information without the specific written consent of the Discloser.
15. Subject to both parties' obligations under this agreement, either party may enter into agreements or negotiations with third parties or make disclosures to

such third parties whether or not relating to the Purpose and may pursue its business even where this is in competition with the other party.

- 16. This agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.
- 17. This agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information. This agreement cannot be changed except by written agreement between the parties. This agreement shall be governed by and construed in accordance with the laws of The Bahamas and any dispute shall be subject to the exclusive jurisdiction of the courts of The Bahamas.
- 18. This agreement shall take effect from the Effective Date and shall remain in full force and effect, until a mutual agreement is set in writing between the parties to terminate this agreement. The 14 provisions of clause 14 shall survive the termination of this agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement this ..... day of ..... 2020.

(Name of Respondent)

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**DIRECTOR / SECRETARY**

On behalf of the Central Bank of The Bahamas,

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Witness

## Annex 2: Cover Letter of Response to Request for Proposal

[COMPANY NAME]  
[Address Line 1]  
[Address Line 2]  
[Phone]  
[Email]  
[Website]

Date: \_\_\_\_\_, 2020

To: Mr. John Rolle  
Governor  
Central Bank of The Bahamas  
Frederick Street  
Nassau, Bahamas

[COMPANY NAME] is pleased to present our proposal for the Request for Proposal (RFP) for the Collateral Registry Project, proposed at 01 December, 2020 and due 24th December, 2020.

[COMPANY NAME] has studied the Central Bank's RFP and feels confident that [COMPANY NAME] can provide the required administrative and technical infrastructure to accomplish the Central Bank's goals. [COMPANY NAME] does hereby confirm that our company is capable of performing the scope of work requested and is highly interested to take on this project.

Attached herewith are submissions on (i) the Collateral Registry Diagnostic Study Proposal, and (ii) the signed copy of the Central Bank's Non-Disclosure Agreement, as outline by the Central Bank's RFP, for your review.

Regards,

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[Name of Respondent]  
Director/Secretary