

Punjab National Bank

Request for Proposal
For

Consultant for availing the Duty Credit scrip-
under Foreign Trade Policy- (2009-14)

**Punjab National Bank,
Finance Division
5, Sansad Marg, New Delhi - 110001**

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A. COVERING LETTER FOR BID

To,

The Deputy General Manager
Finance Division,
Punjab National Bank
5 Sansad, Marg New Delhi

Sir,

Reg.: Our bid for FTP Consultant to avail the Duty Credit Scrips-under Foreign Trade Policy-(2009-14)

We submit our Bid Document herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof, shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendors without assigning any reason or giving any explanation whatsoever.
- Consultant means the bidder who is decided and declared so after examination of bids.

Dated at _____ this _____ day of _____ 201 .

Yours faithfully

For _____

Signature: _____

Name: _____

B. BID DETAILS

1	Date of Commencement of Bidding Process	24/12/2011
2	Last date and time for acceptance of queries	02/01/2012 up to 17.00 Hours
3	Last Date and time for Submission of duly filled in Bids	20/01/2012 up to 15.00 Hours
4	Date and Time of Bid Opening	20/01/2012 at 16.00 Hours
5	Place of opening of Bids	Punjab National Bank, Finance Division, HO, 5 Sansad Marg, New Delhi - 110 001
6	Address for communication	As above Tel:(011) 23716795 Ext: 154/151 Email Id: m.nandakumar@pnb.co.in or deeptishukla@pnb.co.in
7	Cost of RFP	Rs.5000/-(Five thousand only) in the form of Demand Draft/Pay Order in favor of Punjab National Bank, FD Division payable at New Delhi. The DD/PO should be submitted in person at the time of bid submission
8	Contact to Bidders	Interested Bidders are requested to send E Mail to - m.nandakumar@pnb.co.in or deeptishukla@pnb.co.in containing following information, in case any clarification is required. <ul style="list-style-type: none"> ✓ Name of Company/ Firm ✓ Name of Contact Person ✓ Mailing address with Pin code, ✓ Telephone No. ✓ Fax No. ✓ Email ✓ Mobile No.

1. **INTRODUCTION**

As per Foreign Trade Policy (FTP) 2009 - 2014, issued by Director General of Foreign Trade (DGFT), Ministry of Commerce & Industry, Govt. of India, all eligible Service Providers, who have free foreign exchange earnings of at least Rs.10 lakh in preceding financial year shall qualify for "Duty Credit Scrip" equivalent to 10% of free foreign exchange earned under Served From India Scheme (SFIS). The Scrip can be used for payment of duty on import of any capital goods that are otherwise freely importable. The entitlement is however non transferable except within the group companies. Utilization of the scrip shall also be permitted for payment of excise duty for procurement from domestic sources, of items permitted for imports under the scheme.

2. **ELIGIBILITY CRITERIA**

This invitation of bid is open to all registered companies/ partnership firms having presence in India who fulfill the minimum eligibility criteria as mentioned below. The bidder shall submit the details of minimum eligibility criteria as per Annexure-I

- a. Existence of company/ partnership firm should be of minimum 5 Years
- b. Experience of key management persons in the company/ firm should be of minimum 5 years in FTP
- c. Must have obtained 'Duty Credit scrips' for clients in service industry under SFIS, atleast for 5 reputed companies.
- d. Must have minimum 5 qualified and experienced staff to provide the service.
- e. Must have a minimum turnover of Rs 50 lacs during the last 3 financial years from consultancy business.
- f. Should not have un-satisfactory record in completion of any of earlier contracts with Punjab National Bank or any other Govt./PSU

3. **SCOPE OF WORK**

To render consultancy service on matters relating to export benefits under Foreign Trade Policy, 2009-14 and assist the Bank in obtaining all eligible benefits. These may include:

- a) Assisting the Bank in understanding scope and terms of diverse benefits envisaged and keeping the Bank updated on relevant policies, laws, rules and regulations;
- b) Handling various procedural matters such as amending Import export Code (IEC) number, Registration-cum-Membership Certificate (RCMC) registration, Export House Certification etc.

- c) Professional service in identifying eligible transactions for claiming the benefits under the policy and computation of eligible benefits;
- d) Preparation and submission of necessary forms and applications to appropriate authorities for lodging the claim for Duty free credit scrips, presenting the case before the DGFT authorities and attending to their queries as and when the need arises for getting the scrips.
- e) Duty Credit Scrips to be obtained in denomination required by the Bank depending on need at various locations, within a reasonable time frame not exceeding 9 months from the date of filing of application for the Duty Credit scrip.
- f) Assistance in utilization of Duty Free Credit Scrips at various locations wherever the scrip can be utilized.

In general, render professional service from end-to-end starting with making the applications till the point of actually getting the duty free credit scrip and complete utilization of such scrip. In the process if any certification is required, the same shall be arranged by the successful bidder.

FTP Awareness/ Training

- 1. Conduct awareness training for the Management of the concerned divisions of the bank to make them understand the benefits and procedures under the FTP.
- 2. Conduct meeting with major vendors of the bank to make them aware of the FTP credit the bank will be taking against the indirect taxes payable by the bank.

4. BIDDING PROCESS

The bids shall be submitted in a separate sealed (wax seal) envelope. The BID will be opened and evaluated on the date specified. Bidders satisfying the Minimum Eligibility Criteria and agreeing to comply with all the terms and conditions specified in this document shall be considered.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the Bid. All pages of the bid shall be initialed by the person(s) signing the Bid.

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

5. BIDDING DOCUMENT

5.1 Contents of Bidding Document

The bidder is expected to go through all the instructions, terms, forms and specifications of the tender document. Failure to furnish all information

required by the tender document or submission of bid not substantially responsive to the tender document in every respect will be at bidder's risk and may result in the rejection of the bid

5.2 Amendment of Bidding Document

At any time prior to the last date for receipt of the bid, PNB may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the tender document by an amendment.

The amendment will be notified by posting the same on our official website www.pnbindia.in In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, PNB may, at its discretion, extend the target date for the submission of the bid and the same will be notified on the said website

6. PREPARATION OF BID

6.1 Language of bid

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and PNB, shall be written in English

6.2 Documents comprising the bids:

A Non-Refundable amount of Rs.5,000/- (Rs. Five Thousand only) in the form of Demand Draft / Pay Order favoring Punjab National Bank payable at Delhi being cost of the bid document shall be submitted separately at the time of submission of bids, in case the bid is downloaded from the official website of the bank. The bids shall comprise of the following components:

Documents required in Envelope

Sealed Envelope should contain bid (Annexure IV) comprising of one hard copy of the bid. Hard copy of the bid should be a complete document and placed in a sealed envelope super scribed as "BID". The sealed envelope along with following supporting documents should be placed in a another sealed envelope super scribed as "**BID FOR TENDER – FTP Consultant**"

The complete bid should consist of the following supporting documents:

- A. A letter on bidders letterhead mentioning the following:
 - Certifying that the period of the validity of the bids is 180 days from the target date of submission of bid, and
 - Confirming that the bidder has quoted for all the services mentioned in the tender in their bid.
- B. Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-I.**
- C. Bidders Information as per **Annexure II** on bidder's letter head.
- D. Power of Attorney authorizing the concerned official to sign and submit the bid.

6.3 Bid Prices:

The quoted price shall be uniformly applicable for delivery/performance to any part of the country and shall be all inclusive. (i.e. applicable duties and taxes incidental charges such as other cost towards boarding, traveling, lodging etc.). Service tax if applicable to any location will be reimbursed by the Bank at actual

Bank will not be making any other payment except those mentioned in the bid.

6.4 Validity of bids:

Bid shall remain valid for 180 days from date of submission mentioned in this document. A bid valid for shorter period is liable to be rejected by PNB.

6.5 Terms and Conditions of the bidder:

The bidders are required not to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids

6.6 Sealing and Marking of Bids:

The bidder shall seal and mark, wherever applicable, the entire bid documents in accordance with clause 6.2. In case of non compliance, PNB will not assume any responsibility for bids misplacement or premature opening or any other damage.

6.7 Last date of receipt of bids:

Bids must be received by PNB at the address in this RFP not later than the time and date specified there in. In the event of the target date for the receipt of bids being declared a holiday for PNB, the bids will be received till the target time on the next working day. PNB may at its discretion extend the bid submission date. The modified target date & time will be notified in the web site of PNB.

6.8 Late Submission of bids:

Any bid received by PNB after target date and time of the receipt of bids prescribed at Bid Details, will be rejected and / or returned unopened to the bidder at his risk and responsibility.

6.9 Modification and Withdrawal:

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid. In case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments.

7. OPENING OF BIDS

All the bids will be opened at the date, time and location mentioned in this RFP. The bids will be opened in the presence of representatives of the bidders who choose to attend

7.1 Submission of Bids

The bidders shall duly seal each envelope with RED LAAKH SEAL (Wax Seal). The bid should be addressed to Purchaser at the following address up to the time and date mentioned on this document:

**The Deputy General Manager
Finance Division
Punjab National Bank
Head Office, 5 Sansad Marg, New
Delhi- 110 001**

7.2 Clarifications:

If deemed necessary PNB may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substance of the bid already submitted or the price quoted. The bidder may also be asked to give presentation for the purpose of clarification of the bid. All expenses for this purpose, as also for the preparation of the documents and other meetings/presentations, will be borne by the bidders.

7.3 Bid Currency:

Prices shall be expressed in Indian Rupees only.

7.4 Preliminary Examination:

The bids will be examined by PNB to determine whether they are complete and whether the bids are generally in order. A bid determined as not substantially responsive will be rejected. PNB may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

7.5 Evaluation and Award Criteria:

Based on Minimum Eligibility Criteria (as mentioned in this document), fulfilled by the bidders, bank will determine whether the bidder is qualified to satisfactorily perform the contract. The decision of bank will be final in this regard. Bids that are not substantially responsive to minimum eligibility criteria are liable to be disqualified at Banks discretion.

The bids for only those bidders will be opened who have substantially met the required minimum eligibility criteria.

The L1 (successful bidder) would be decided based on the least total of fee quoted for all category of scrips as mentioned in Annexure IV. If there is a discrepancy between words and figures, the amount in words will prevail. In case, any bidder has missed to quote the rate and/or price for some service(s), the highest rate quoted by other bidders for such service(s) will be loaded to their bid for ascertaining the L1 bidder.

However, in case such bidder becomes L1 bidder then the lowest rate quoted in the said category for which the bidder did not quote will be final rate for further necessary action.

In all cases, the decision of the Bank is final. After opening of the bids and preliminary examination, some or all of the bidders may be asked to make a presentation of the services offered by them as per the schedule decided by Bank. Bank may also visit and inspect the bidder's office. Bidder will bear all the costs associated with such presentations and visits.

7.6 Contacting PNB or putting outside influence:

Bidders are forbidden to contact PNB or its officials on any matter relating to this bid from the time of submission of bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or award of contract decision may result in the rejection of the bid.

7.7 Cost of bid

The bidder will bear all cost(s) associated with the preparation and submission of bid, including cost of presentation(s), reference site visit, etc. for the purposes of clarification of the bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7.8 Cancellation of bid/ bidding process

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the ground for the Bank's action.

The bank reserves the right to accept or reject any proposal of the bidder. The Bank reserves the right to select more than one consultant keeping in view bank's large requirement

8. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a contract with PNB, within 1 month of the award of the tender or within such extended period as may be specified by Bank, (on the basis of the Tender Document), the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof. Bank reserves the right to extend the validity of contract beyond two years, after re-negotiations with the approved consultant.

Successful bidder may be required to sign a separate multiparty Service Agreement with Bank

9. ASSIGNMENT

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

10. GOVERNING LAWS AND DISPUTES

(This clause will be applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator /Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Delhi.

During the arbitration proceedings the consultant shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. **The venue of the arbitration shall be Delhi.**

11. FEE AND PAYMENT TERMS

- A. The consultancy fee agreed by the bank will be payable only after receipt of scrip, based on per Scrip basis (inclusive of all Fee, out of pocket expenses & miscellaneous expenses)
- B. No fees shall be paid for scrips valued below Rs 15 lacs.
- C. Bank reserves the right to decide the number of scrips of any denomination depending upon the need.
- D. Bank reserves the right to retain 20% of fee until complete utilization of relevant scrip.
- E. No advance payment will be made under any circumstance.

12. PENALTY

Penalty Clause: Penalty at the rate of 5% of the contract amount for non-performances of the services as per RFP terms. Beyond this PNB reserves the right to cancel the contract.

Penalty as mentioned above shall be mutually exclusive and will be recovered from any payment due to the successful bidder. This penalty may be waived by the Bank in case delay is not attributable to the bidder / beyond its control.

FORCE MAJEURE

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

Neither Bank nor its officials be held responsible for any act of the successful bidder in connection with the above assignment. Successful bidder should also agree for reimbursement of loss, if any, caused to the Bank because of any action whatsoever of such bidder.

13. NON DISCLOSURE AGREEMENT (NDA)

Successful Bidder(s) should sign the non-disclosure agreement in a Rs 100 stamp paper as per ANNEXURE III.

14. TERMINATION

i) By PNB:

PNB shall be entitled to terminate this agreement by giving 30 days notice to Successful Bidder in case:

- a) Successful Bidder fails to perform the services as per timelines mentioned under clause 3 – Scope of Work
- b) In the eventuality of termination of agreement, PNB shall have the right to avail the services of any other person for the purpose without any let or hindrance from Successful Bidder.
- c) In the eventuality of termination of agreement, besides claiming refund of amount already released by Bank, PNB shall have a right to claim liquidated damages of 10% of total contract amount besides penalty.

ii) By Successful Bidder:

Successful Bidder shall have the right to terminate this agreement by giving 90 days notice to PNB in case PNB fails to pay the fees/charges to Successful Bidder as per terms agreed hereunder or fails to comply with the terms and conditions enumerated hereunder.

iii) Obligations of PNB

- To provide all information called for in writing by the successful bidder in relation to:
 - ✓ Amending of IEC, RCMC registration, Export House Certification etc
 - ✓ Necessary certification and filing of the claim for duty credit scrips
- To provide any other information / documents necessary for completing this assignment.

iv) Obligations of Successful Bidder

- Successful Bidder will always send trained and experienced persons to provide service at PNB offices at New Delhi, Mumbai or any location for this assignment. Maximum 2 officers will be dedicated for PNB. Their name, contact address and phone nos. will be advised in writing to PNB.
- Whenever any designated Successful Bidder's official deputed for this assignment is leaving his job, Successful Bidder will give prior information about this to PNB.
- Successful Bidder shall be responsible for any act of its employees that may result in any loss to Bank.
- Certificates necessary for claiming the Duty Credit Scrip to be arranged

ANNEXURE-I**MINIMUM ELIGIBILITY CRITERIA**

S. No.	Eligibility criteria	Supporting documents
1	Existence of company/ Firm should be of minimum 5 Years	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum and Articles of Association of the company • Proof of registration in case of Partnership firm • Self Declaration
2	Experience of key management persons in the company/ firm should be of minimum 5 years in FTP	List of Top Management and team in FTP along with details of their professional experience details in CV form.
3	Must have obtained 'Duty Credit scrips' for clients in service industry under SFIS, atleast for 5 reputed companies	List of companies with documentary evidence
4	Must have minimum 5 qualified and experienced staff to provide the service	Names and qualifications and work experience of staff
5	Must have a minimum turnover of Rs 50 lacs during the last 3 financial years from consultancy business.	Copy of audited Balance sheet and P&L account of last 3 Financial Years (FY)
6	Should not have un-satisfactory record in completion of any of earlier contracts with Punjab National Bank or any other Govt./PSU	Self Declaration to this effect to be submitted

(Authorized Signatory)

ANNEXURE-II**BIDDER'S INFORMATION**

- i) Name of Company/ firm
- ii) Constitution
- iii) Address
- iv) Names & Addresses of the Partners/ Directors, as applicable
- v) Contact Person(s)
- vi) Telephone, Fax, e-mail
- vii) Number of years of experience FTP consultation.
- viii) Please give brief financial particulars for the last **3 years** along with the volume of business handled in the given table format: (The information will be kept confidential)

Financial Year	Net Profit	Total Turnover
FY 2008-09		
FY 2009-10		
FY 2010-11		

- ix) Is company/ firm ISO Certified, if yes, provide information along with true copy of certificate.

(Authorized Signatory)

ANNEXURE-III

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 2012, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Service Provider') and Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 7 Bhikaiji Cama Place, New Delhi – 110 066 and inter-alia, its Finance Division at 5 Sansad Marg, New Delhi – 110 001 (herein after referred to as 'PNB').

If it is not a company, Constitution and address be stated appropriately.

The Service Provider and PNB would be having discussions and negotiations regarding rendering consultancy services on matters relating to export benefits under FTP 2009-14 as per Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or document describing such Proprietary Information.

date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their

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duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
 - b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
 - c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
 - d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
 - e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

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M/S _____

(PNB)

Attn: _____

Attn:-----

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 5 years following the term of the Agreement dated _____.

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8.Damages

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s_____ Authorised Signatory

Shri _____ Designation_____

For Punjab National Bank

Authorised Signatory

Shri _____ Designation_____

FORMAT FOR BID.**ANNEXURE-IV**

1. Name of Bidder:
2. Address of Corporate Office:
3. Cost of Services :

CATEGORY	Value of Scrip	Fee quoted by company / firm (Rs.)	Amount in WORDS(Rs.)
1	Above Rs 15 lacs to Rs 30 lacs		
2	Above Rs 30 lacs to Rs 50 lacs		
3	Above Rs 50 lacs to Rs 70 lacs		
4	Above Rs 70 lacs		
TOTAL			

L1 Criteria: L1 is the least TOTAL of the above Categories – viz.- 1+2+3+4

We certify that the price quoted above is for the Scope of Work, as Specified in this RFP and prices quoted are all-inclusive of all out of pocket expenses & miscellaneous expenses. We also confirm that we agree to all the terms and conditions mentioned in this RFP.

Authorised Signatory:

Office Seal:

Name and Designation: