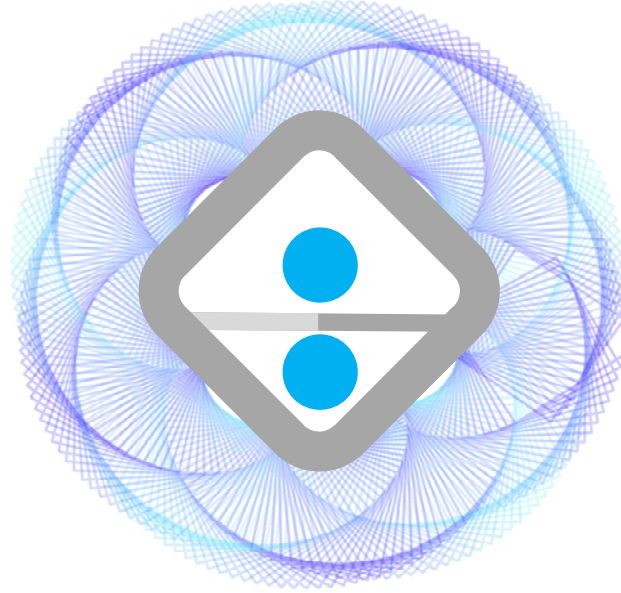
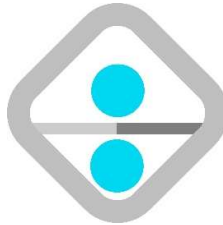


**BHARATIYA RESERVE BANK NOTE MUDRAN PVT. LTD.
INDIA**



PQB No.07/CO/PQB/2023-24 DATED 31/10/2023
PRE-QUALIFICATION BID FOR MANUFACTURING AND SUPPLY OF
COLOUR SHIFT PIGMENT FOR COLOUR SHIFT INTAGLIO
SECURITY INK SUITABLE FOR PRINTING OF BANKNOTES



Issued by:

**Managing Director
BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.
No. 3&4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road**

Bengaluru, INDIA -560029

Tel No: +91 - 80 - 66602000

Fax No: +91 - 80 - 66602039

EMAIL: cobangalore@brbnmpl.co.in

Website: www.brbnmpl.co.in

Not Transferable

Security Classification: Security

DOCUMENT FOR PRE-QUALIFICATION OF VENDORS FOR MANUFACTURING AND SUPPLY OF **COLOUR SHIFT PIGMENT** FOR COLOUR SHIFT INTAGLIO SECURITY INK SUITABLE FOR PRINTING OF BANKNOTES

PQB NO. 07/CO/PQB/2023-24

Dated: 31/10/2023

This PQB Document Contains 37 Pages including this page

Document **is issued to:**

M/s _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

K. Narayanan
General Manager.
Address: Bharatiya Reserve Bank Note Mudran (P)Ltd,
Regd & Corporate office ,No.3 & 4,
1stphase, 1st Stage,BTM layout,
Bannerghatta road, Bengaluru, Karnataka, India
Email: knarayanan@brbnmpl.co.in

Alternative Contact : rbalaji@brbnmpl.co.in
Tel No: +91 -80 66602000
Fax No: +91- 80- 66602039
Website: www.brbnmpl.co.in
Email: cobangalore@brbnmpl.co.in

Notice Inviting Tender (NIT)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED
Regd & Corporate office: No. 3 & 4, 1st Stage, 1st Phase, B.T.M Layout,
Bannerghatta Road, Post Box No: 2924 Bengaluru – 560 029
Tel No: 91 – 80 66602000

PQB No. 07/CO/PQB/2023-24

Dated: 31/10/2023

1. Sealed Pre-Qualification Bid (PQB) is invited from eligible and resourceful manufacturers of Colour Shift Pigment for manufacturing and supply of Colour Shift Pigment for colour shift Intaglio security ink suitable for printing of Indian Banknotes. Outcome of this PQB followed by subsequent tender will be a rate contract wherein the successful bidder/s will be required to supply Colour Shift Pigment to BRBNMPL at the price, terms and conditions as agreed through the contracts to be signed after completion of tendering process. Tenure of the contract will be for a period of five years on yearly renewal basis subject to a review for satisfactory performance of supplier with respect to quality and supply. However, BRBNMPL reserve the right to foreclose the contract at any time during the currency of the contract.
2. Details of requirement are as indicated below:

Schedule	Description	Approximate Annual quantity without any commitment
1	Colour Shift Pigment for colour shift Intaglio security ink suitable for printing of banknotes.	3300 Kg (As the outcome of the resultant tender will be a rate contract, quantity cannot be committed).

3.

Type of Tender (Two Bid / PQB / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Pre-Qualification Bid
Date of Publication of PQB documents	31/10/2023
Price of the PQB Document	Free (Downloadable from BRBNMPL)
Closing date and time for receipt of PQB	11:00 Hrs on December 15, 2023
Place of receipt of PQB	BRBNMPL, Bengaluru
Time and date of opening of PQB	11:30 Hrs on December 15, 2023
Place of submission & opening of PQB	BRBNMPL, No. 3 & 4, 1 st Stage, 1 st Phase, B.T.M Layout, Bannerghatta Road, Bengaluru – 560 029
Nominated Person / Designation to receive bulky documents.	Mr. K. Narayanan, General Manager, BRBNMPL, Bengaluru

4. The Interested parties may obtain further information about this requirement from the above office. PQB documents may also be downloaded from the BRBNMPL website: www.brbnmpl.co.in or be obtained from BRBNMPL, Bengaluru.

5. If requested, the PQB documents will be mailed by registered post/Speed Post, for which charges per set of document shall be Rs.500. The participant is required to submit a separate Demand Draft drawn on BRBNMPL, payable at Bengaluru, towards postage charges along with his request for PQB documents. Any request received after the due date will not be entertained. Any delay in receipt of PQB documents will not entitle any parties for extension of submission dates and BRBNMPL will not be responsible for any such delays.
6. Interested parties shall ensure that their PQB documents, duly sealed and signed, complete in all respects as per instructions contained, are dropped in the tender box located at the address specified on or before the closing date and time indicated in the Para 4 above, failing which their application for PQB will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the PQB document will be received / opened on the next working day at the appointed time.
8. BRBNMPL is not responsible for any postal delay and the PQB shall not be accepted after due date and time. Further, interested parties must satisfy themselves about all the details required to be filled in the PQB before submission of details. All the pages of PQB documents as at Annexures, basic information and other supporting documents shall be duly stamped, signed and submitted. Each page of the entire bid documents (including annexures etc.) should be serially page numbered with clear index.
9. BRBNMPL reserves the right to accept/reject/cancel any or all PQB documents without assigning any reason thereof. BRBNMPL also reserves the right to accept the PQB in whole or part. Incomplete documents, not submitted in accordance with the directions issued shall be liable for rejection.
10. The firm should furnish the firm's name, full postal address (Office), Phone Number and Fax Number, Name of the authorized contact person and e-mail address.
11. The firm should not have been blacklisted /debarred for dealing by Government of India or any State Government in any manner and an undertaking should be submitted along with the PQB, to this effect.
12. The PQB documents are not transferable.

For and on behalf of BRBNMPL

(K. Narayanan)
General Manager

PQB No. 07/CO/PQB/2023-24

Date: 31/10/2023

**PRE-QUALIFICATION BID (PQB) NOTICE FOR MANUFACTURING AND SUPPLY OF
COLOUR SHIFT PIGMENT FOR COLOUR SHIFT INTAGLIO SECURITY INK
SUITABLE FOR PRINTING OF BANKNOTES**

Sealed Pre-qualification Bid (PQB) is invited from eligible and resourceful Manufacturers of Colour Shift Pigment, for supply of Colour Shift Pigment for manufacturing of colour shift Intaglio security ink suitable for banknote production to BRBNMPL (hereinafter called as “Purchaser”) as indicated in the table given below for printing of Indian Banknotes. Eligibility criteria is stipulated in Annexure –II. Only those bidders who qualify in this PQB will be further eligible, subject to security clearance, for issue of tender forms and to participate in the tendering process.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated 16/06/2020 and amendments, if any issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (DPIIT) and Micro and Small Enterprises Order, 2012 and amendments if any issued by Ministry of Micro, Small and Medium Enterprises (MoMSM) shall apply to this PQB. The successful bidders shall be required to supply Colour Shift Pigment at the location (s) notified by the Purchaser at the contracted terms and price(s).

Description	Unit	Type of Supply	Tendered quantity (Approximate Annual quantity without any commitment)	Supply Location
Colour Shift Pigment for colour shift Intaglio security ink suitable for printing of banknotes.	Kg	Rate contract	3300 Kg (As the outcome of the resultant tender will be a rate contract, quantity cannot be committed).	BRBNMPL, Mysuru, KARNATAKA, INDIA

2. Bidder shall note that, in the case of multiple supplier scenario, purchaser reserves the right to place order on a split clause/parallel contract basis. Exact ratio for the split /parallel contract will be indicated in the tender that will follow this PQB.
3. The Bidder shall fulfil the pre-qualification criteria as stipulated at [Annex II](#)
 - i. Experience & Past Performance
 - ii. Capability, Equipment & Manufacturing facilities
 - iii. Financial standing

A compliance statement is required to be furnished by the bidder as per [Annex V](#)

4. OTHER REQUIREMENTS:

- i. Only 'Class-I Local Supplier' and 'Class-II Local Supplier' are eligible to bid in this PQB as per the provisions of the Public Procurement (Preference to Make in India) Order 2017 dated September 16, 2020 and subsequent amendments if any.

However, Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- a. their foreign 'Make-in-India' associates meets all the qualification/eligibility criteria above without exemption, and
 - b. the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
 - c. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- ii. The Bidder shall give an undertaking that they will supply the India Specific Colour Shift Pigment only to the Purchaser.
 - iii. The Bidder shall have in-house facility and other machinery installed at their facilities for manufacturing Colour Shift Pigment and should furnish complete details thereof.
 - iv. The Bidder shall indicate that the authorized signatory is competent and legally authorized to submit the PQB.
 - v. The Bidder shall undertake not to reveal the details to any other agency/third party of the Colour Shift Pigment contained in the PQB.
 - vi. The Bidder shall undertake not to supply India specific Colour Shift Pigment to any third party/ country and the Bidder will be responsible for maintaining secrecy, security and exclusivity, during the currency and even after the termination of the contract.
 - vii. The Bidder shall provide a copy of incorporation certificate of their firm issued by the local authorities for carrying out the business.
 - viii. The Bidder shall provide the details of its shareholding pattern and details of the directors along with their complete addresses and their other activities. If the Bidder is

owned by another company (ultimate beneficiary), similar details of such company shall also be furnished. Details shall be furnished in the format as at [Annex III](#).

- ix. The Purchaser shall be entitled to seek additional documents / information from any Bidder at any point of time.
- x. The Bid and all requisite documents including balance sheet and statement of profit and loss shall be submitted in English language, duly certified by Certified Accountants viz., Chartered Accountant (CA) in India and Certified Public Accountant / Chartered Accountant/ members of Certified accounting body of the Bidder's Government.
- xi. The Bidder shall disclose details of all pending /ongoing litigations, disputes, arbitrations, awards against them by Judicial/Statutory authorities having bearing on the financials of the Bidder, along with the likely quantum of liability in terms of home currency of the Bidder.
- xii. The Bidder shall furnish complete details of the addresses, capacities and locations of their production facilities for Colour Shift Pigment, with a confirmation that all such facilities are in exclusive possession and occupation of the Bidder. The Bidder has to indicate from which of its owned and/or other location(s) which are in its exclusive possession and occupation it intends to manufacture and supply the Colour Shift Pigment to the Purchaser. Further, if any of these facilities are owned by the Bidder, this should be separately indicated along with details of these facilities. The Bidder will be allowed to utilize such of its manufacturing facilities that are in its exclusive possession and occupation and not any other facility for manufacturing Colour Shift Pigment.
- xiii. Experience, past performance, capacity/capability related data and other necessary declarations should be certified by the authorized signatory of the Bidder. Exemptions applicable to local suppliers, are as under the Eligibility Criteria ([Annex II](#)) of this document.
- xiv. The Bidder shall confirm the possession of adequate material security arrangements to protect the integrity of the Colour Shift Pigment and should have a written security plan for their storage and accounting.
- xv. The Bidder shall enclose a confidentiality statement duly signed by their authorized signatories and stamped as below along with the request for issue of tender document:

"The information contained in the tender document will not, in whole or in part be reproduced, transferred to other documents / electronic media or disclosed to others without written consent of the Purchaser".
- xvi. The Bidder shall clearly indicate in the PQB, if any patent or other proprietary rights (product / process or both) are involved for Colour Shift Pigment offered as specified

and if so whether the Bidder has unlimited legal rights to deal with them/use them. The Bidder shall completely indemnify and hold harmless the Purchaser from and against any claim of infringement of any patent from any source. The abuse of patent rights resulting in cartel formation shall lead to permanent disqualification of the Bidder. The Purchaser reserves the right to take such action as deemed fit, without assigning any reason thereof. In case the Bidder is manufacturing the Colour Shift Pigment by holding the license from the patent holder, such license shall be valid for a minimum period of five years and for the period of further extension of the contract, if any. In case of a local bidder who owns exclusive license from the Patent holder/ licensor, the Proprietary Article Certificate will be in the name of the Indian company and the Indian company must be indemnified by the patentee so that the Indian company can, in return, indemnify the tenderer (Rule 166 (i) of General Financial Rules, 2017)

- xvii. The Bidder shall clearly indicate the exclusivity & uniqueness of the Colour Shift Pigment offered to the Purchaser and how this Colour Shift Pigment is different from Colour Shift Pigment supplied to other countries and from other Colour Shift pigment available in the commercial market. Wherever applicable, the Bidder shall provide the Product Data Sheet of the offered Colour Shift Pigment.
- xviii. The Bidder is required to submit a self-declaration that they are not engaging any agent for participation in the bidding/procurement process.
- xix. Operations of the Bidder in Pakistan or China, if any, should be suitably firewalled from the contract/ operations with India. The Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China, in any capacity, will be engaged by the Company for this procurement process. No Pakistani national or person of Pakistani origin should be engaged by the bidder company for the project. The company should not post an employee who worked in India operations in Pakistan or China. If the entity is found indulging in acts inimical to India's national security, the contract/ tender is liable to be terminated.
- xx. Bidder shall note to inform if there is any change in Board of Directors/Key personnel and in ultimate beneficial ownership of 10% and above. The Bidder is, therefore, required to submit an undertaking that any such change will be intimated without any delay to the Purchaser.
- xxi. The provisions of Order No.4 dated 23/02/2023 issued by Department of Expenditure, Ministry of Finance, Government of India on restrictions under rule 144(xi) of the General Financial Rules (GFRs), 2017 is applicable to this PQB . Bidder has to submit a certificate as per Annexure VI.

5. GENERAL INSTRUCTIONS FOR THE BIDDER

- i. The Bidder shall provide testimony in support of the above mentioned requirements, wherever applicable, failing which the Bid will be rejected summarily without further correspondence.
- ii. Only the Bidders found eligible in the PQB and security cleared by Government of

India will be issued Tender Documents and detailed specifications. On successful bidding in the final tender, the Bidders are required to enter into a rate contract with the Purchaser.

- iii. The Bidders participating in the PQB may be required to give detailed presentation regarding their product offered, if necessary, by the Purchaser.
- iv. All expenses incurred by the Bidder for submission of the PQB shall be borne by the Bidder.
- v. The Purchaser reserves the right to modify, the PQB document by amendment (s) before the date of submission of Bids. Such amendment (s) shall be published only on the website of the Purchaser.
- vi. Bidders shall not have any conflict of interest. Bidders found to have conflict of interest shall be liable for disqualification. The Bidders may be considered by the Purchaser, to have conflict of interest with one or more entities in the PQB process under the following circumstances:
 - a. The Bidders have controlling partners in common; or
 - b. The Bidders receive or have received any direct or indirect subsidy from any of them; or
 - c. The Bidders have the same legal representative for purpose of this PQB; or
 - d. The Bidders have relationship with each other, directly or through common third parties, that puts the Bidders in a position to access information about or influence the prequalification of another Bidder, or influence the decisions of the Purchaser regarding this PQB.
- vii. The Purchaser reserves the right to reject any Bid or cancel the tender in whole or in part, at any stage of the procurement process, without assigning any reason and without any intimation, or on national security consideration or any other ground.
- viii. The Bid, as per the enclosed format ([Annex I](#)), is to be submitted in a sealed cover super scribing on the top of the cover “PREQUALIFICATION BID DOCUMENT FOR THE SUPPLY OF COLOUR SHIFT PIGMENT AGAINST PQB No.07/CO/PQB/2023-24”
- ix. Incomplete Bids or Bids not conforming to the requirements are liable for rejection. In the absence of authentication of the information submitted by the authorized signatory, the bid shall be rejected.
- x. Bids received after due date and time shall be summarily rejected. The responsibility to submit PQB within due date and time rests with the Bidder.
- xi. The Purchaser will not be responsible for any delay in submission of Bids.
- xii. The Bidder is required to submit the “Pre contract Integrity Pact” duly filled and signed on all the pages. Any Bid submitted without the pact will be summarily rejected. The format of the Integrity Pact is attached as [Annex IV](#).
- xiii. The Bidder is required to submit the undertaking that “the information given in the documents is correct and the Bidder is aware that if any information provided is

found to be false at a later stage, the Purchaser reserves the right to reject / disqualify/ blacklist the Bidder at any stage of the tendering process without assigning any reason. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- xiv. All documents submitted to Purchaser by the bidder shall become the property of the Purchaser and the Purchaser shall not return the same to the bidders.
- xv. This PQB is subject to Indian Law. The place of performance and jurisdiction is the seat of the PURCHASER, i.e., Bengaluru, India.
- xvi. Submission and Opening of PQB- Stipulated Timelines:
 - a) Last date and time for receipt of Pre-qualification Bid (s): On or before 1100 hours (IST) of December 15, 2023.
 - b) Time and Date of opening PQB: 1130 hours (IST) on December 15, 2023. If the bidder desires to be present during the bid opening, please note that only one authorized representative of the bidder is permitted to be present.
 - c) In the event of any of the above mentioned dates being declared as a holiday/ closed day for the Purchaser, the Bid (s) will be received/ opened on the next working day at the appointed time.
 - d) Location for submission and opening of bids:

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED
Regd. & Corporate office: No. 3 & 4, 1st Stage, 1st Phase,
B.T.M Layout Bannerghatta Road, Bengaluru – 560 029, Karnataka, India
Tel no: +91 8066602000, Fax: +91 80 66602039

Annex I

**PRE- QUALIFICATION BID FOR MANUFACTURING AND SUPPLY OF
COLOUR SHIFT PIGMENT**

PQB No. 07/CO/PQB/2023-24 , Date: 31/10/2023

Sr.No.	Details	Submission by bidder
1.	Name and complete address of the Bidder:	
2.	<p>Whether applying as a ‘Class-I local supplier’ or Class-II Local Supplier” (as per DPIIT order the Public Procurement (Preference to Make in India) Order 2017 dated September 16, 2020 dated 16/09/2020)</p> <p>Class-I Local/Class-II Local supplier shall submit a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	<p>We are Class-I Local Supplier/ Class-II Local Supplier (please specify)</p> <p>Our local content is : _____%</p> <p>(Page No. _____)</p>
3.	Whether applying as bidder (manufacturer) who have a valid/ approved ongoing ‘Make in India’ agreement/ program? If yes, bidder has to submit detailed write up along with supportive documents.	<p>Yes/No</p> <p>If yes, supportive documents are submitted at Page No. _____</p>
4.	The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated 16/09/2020 by DPIIT shall apply to this PQB. The Class-I local supplier/Class-II Local Supplier are exempted from experience and past performance criteria, and average annual turnover requirement under financial standing. Local suppliers are not required to provide any proof of supply to other countries/ exports. The criteria for Capability, Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to Class-I/Class-II local suppliers also. The bidder company may use the financial criteria of its own holding company in this case, the Holding company	Yes noted and understood.

	will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this PQB.																													
5.	Whether your organization belong to Micro / Small/Medium scale Industry / Start-up / others: (Please specify and enclose the supportive documents)	We are _____ Enterprises. We submit the supportive documents at Page No. _____.																												
6.	Has the Bidder been manufacturing and supplying Colour Shift Pigment for the last three years? If not, specify the date from when the Bidder is in the business of manufacturing and supplying of Colour Shift Pigment.	Yes/No.																												
7.	Details of Colour Shift Pigment supplied as explained at Experience & Past Performance shall be furnished as under: Class-I Local Supplier/Class II Local suppliers/ MSE/Start up are exempted from experience & past performance as per the provisions of DPIIT order dated 16/09/2020 and MSE order dated 2012																													
8.	Details of Colour Shift Pigment supplied																													
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">Sl No</th> <th style="width: 15%;">Year</th> <th style="width: 40%;">Colour shift combination</th> <th style="width: 35%;">Quantity of Colour Shift Pigment supplied, in kg</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td> <td>Total</td> <td> </td> <td> </td> </tr> </tbody> </table>		Sl No	Year	Colour shift combination	Quantity of Colour Shift Pigment supplied, in kg																						Total		
Sl No	Year	Colour shift combination	Quantity of Colour Shift Pigment supplied, in kg																											
	Total																													
9.	Whether the Colour Shift Pigment offered is/shall be exclusive & unique to India:	Yes/ No																												
10.	How the Colour Shift Pigment is different from the Colour Shift Pigment supplied to other countries and from the other Colour shift pigment available in the commercial market. Wherever applicable, the Bidder shall provide the Product Data Sheet of the offered Colour Shift Pigment.																													
11.	The annual capacity of the Bidder to manufacture and supply Colour Shift Pigment in Kg as indicated in Annex II under the category “Capability, Equipment and Manufacturing																													

	Facilities”.																					
12.	<p>Evidence as detailed in Annex II for proving the technical competence as explained in “Capacity, Equipment and Manufacturing Facilities”, as under:</p> <p style="margin-left: 40px;">a. Experience & Past Performance</p> <p style="margin-left: 40px;">b. Capability, Equipment & Manufacturing Facilities</p> <p style="margin-left: 40px;">c. Financial Standing</p> <p>Bidders claiming relaxation for experience & past performance and turnover criteria as per the provisions of DPIIT Order 2017 and MSME order 2012/Startup, shall submit the required documentary evidence.</p>	<p>Yes enclosed.</p> <p>(Page No. _____)</p>																				
13.	Details of all manufacturing facilities with location, address, capacities and load factor of the Bidder.	Page No. _____																				
14.	Details specifying the location/s of the manufacturing facility from where the bidder proposes to manufacture Colour Shift Pigment to be supplied to Purchaser. Further, if any of these manufacturing facilities are owned by the bidder, the same should be separately indicated along with the details of such facilities.																					
15.	<p>Financial Details for last three years</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">S. No</th> <th style="width: 20%;">Year</th> <th style="width: 20%;">Annual Turnover</th> <th style="width: 20%;">Net worth</th> <th style="width: 30%;">Remarks</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2020-21</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>2021-22</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>2022-23</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Enclose i) audited balance sheet (ii) statement of profit and loss and other supporting documents for the last three years in English language.</p> <p>All financial standing data should be certified by accountants e.g. Chartered Accountant (CA) in India and Certified Public Accountant / Chartered Accountant/Members of Certified Accounting Body of the Government of the Bidder’s country.</p> <p style="text-align: right;">(Page No. _____)</p>	S. No	Year	Annual Turnover	Net worth	Remarks	1.	2020-21				2.	2021-22				3.	2022-23				
S. No	Year	Annual Turnover	Net worth	Remarks																		
1.	2020-21																					
2.	2021-22																					
3.	2022-23																					
16.	Details of all pending /ongoing litigations, disputes, arbitrations, awards against them by Judicial/Statutory authorities having bearing on the financials of the Bidder, along with the likely quantum of liability in terms of	<p>Yes/No</p> <p>(Page No. _____)</p>																				

	home currency of the Bidder.	
17.	Whether all financial details, experience, past performance and capacity/ capability related data is personally certified by the authorized signatory of the Bidder.	Yes/ No (Page No. _____)
18.	Whether annual turnover of the Bidder during the last three years is less than as specified in the Financial Standing of PQB. If bidder is claiming relaxation under MSE/Start-up/DPIIT order, 2017 dated 16/09/2020. Please provide the details along with supporting documents.	Yes / No (Page No. _____)
19.	Net Worth of the firm should not be negative as on March 31,2023 and also should have not eroded by more than 30% year-on-year basis in the last 3 financial years ending 31/03/2023.	Yes / No (Page No. _____)
20.	The bidder company shall use the financial criteria of its own holding company. If yes, whether the holding company has counter guaranteed the financial and all Bank Guarantees for this PQB	Yes/ No (Page No. _____)
21.	Whether a compliance statement has been furnished as per Annex V	Yes/ No (Page No. _____)
22.	Name, address, emails and telephone numbers of the shareholders and directors of the Bidder and their other activities.	Yes enclosed (Page No. _____)
23.	Whether Application Proforma for Security Clearance_of the bidder is submitted as per Annex –III.	Yes/ No (Page No. _____)
24.	Is the Bidder owned by another company? If yes, furnish the details of the ultimate holding company with complete address and their activities.	Yes/ No (Page No. _____)
25.	Whether details of machineries/equipment for manufacture of Colour Shift Pigment is enclosed.	Yes/ No (Page No. _____)
26.	Whether the bidder is having control system/equipment for controlling the quality parameters of Colour Shift pigment? Please provide the details	Yes/ No (Page No. _____)
27.	Whether the bidder is having testing	Yes/ No

	facilities available for testing of Colour Shift Pigment at their own manufacturing facilities?	(Page No. _____)
28.	Does the Bidder have a written security plan for storage and accounting of Security materials? Details of material security arrangements to protect the integrity of the Security material to be furnished.	Yes/ No (Page No. _____)
29.	Is the Bidder an accredited and approved supplier with Government of India or any internationally recognized independent authority? If yes, details to be provided	Yes/ No (Page No. _____)
30.	Whether any patent or other proprietary rights (product / process or both) are involved for the Colour Shift Pigment offered as specified and if so whether the Bidder has unlimited legal rights to deal with them/use them.	Yes/ No (Page No. _____)
31.	Indicate the name and details of the patent and the patent holder. In case of bidder, who owns exclusive License, from the Patent holder (Licensor), the PAC will have to be in the name of the bidder, and the bidder must be indemnified by the Patentee, so that the bidder can, in return, indemnify the tenderer.	(Page No. _____)
32.	Copies of Incorporation Certificate, details of shareholding and board composition of the Bidder whether enclosed.	Yes/ No (Page No. _____)
33.	Whether the bidder submitted the undertaking as per Annex VI along with the bid?	Yes/ No (Page No. _____)
34.	Whether the signatory who has signed and submitted the bid is competent and legally authorized to submit the Bid and / or to enter into a legally binding contract. The letter authorizing the authorized signatory must be submitted in the Company's letter head.	Yes/ No (Page No. _____)
35.	Whether a duly signed and stamped	Yes/ No

	<p>confidentiality statement as below is enclosed</p> <p>“The information contained in the tender document will not, in whole or in part be reproduced, transferred to other documents /electronic media or disclosed to others without written consent of Purchaser”.</p>	(Page No. _____)
36.	Whether the declaration that the Bidder is not blacklisted /debarred by any Government / Government Agency anywhere in the world, is enclosed?	Yes/ No (Page No. _____)
37.	Whether a self-declaration that no agents are engaged or proposed to be engaged for participation in this PQB and the main tender, is enclosed	Yes/ No (Page No. _____)
38.	Whether the duly signed and stamped Pre-Contract Integrity Pact as per annex IV is enclosed.	Yes/ No (Page No. _____)
39.	<p>We have noted and confirm that we will manufacture and supply the Colour shift Pigment (Deep Green to Blue) and will be able to manufacture and supply the Colour shift Pigment with any other colour combination as per the requirement of purchaser with the same terms and conditions.</p> <p>Please mention the details of colour combination, which can be manufactured and supplied by bidder?</p> <ol style="list-style-type: none"> 1. 2. 3. 4. 	Yes noted and confirmed
40.	Whether bidder has submitted their information as per Annex VII	Yes/No (Page No. _____)

Authorized Signatory

Name & Designation:

Name and Seal of the Company:

Date:

Eligibility Criteria

Only Class-I Local Supplier or Class-II Local Supplier are eligible to participate in this PQB as per the Public Procurement (Preference to Make in India) Order 2017 dated September 16, 2020 (and subsequent amendments, if any) issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (DPIIT).

However, Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria below, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- a. Their foreign 'Make-in-India' associates meets all the criteria below without exemption, and
- b. The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- c. The bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

Qualifying parameters	Criteria	Bidder's offer
Quantity	<p>Tendered quantity: 3,300kg per year.</p> <p>The tendered quantity is only indicative and as outcome of tender would be rate contract, there will be no commitment to the quantity for placement of supply orders.</p> <p>The bidder should offer minimum of 50% of the tendered quantity per year.</p>	<p>We offer to manufacture and supply _____kg per year.</p>
Experience & Past Performance	<p>a. The bidder should have regularly for at least the last three years, ending September 30, 2023 manufactured and supplied the Colour Shift Pigment.</p> <p>b. The bidder should have manufactured & supplied any Colour shift pigment equal to 30% of their offered quantity in any one year during the last five years ended on September 30, 2023.</p>	

	<p>Relaxation to bidders under DPIIT Order, 2017 dated 16/09/2020 & MSME Order, 2012</p> <p>i. The bidders applying as MSEs/Start-ups (whether MSEs or otherwise) are eligible for relaxation of norms with regard to experience & past performance as per the extant orders of MSME/MoF.</p> <ul style="list-style-type: none"> • The bidders applying as Class-I and Class II local suppliers are eligible for relaxation with regard to experience & past performance as per the provisions of DPIIT order Public Procurement (Preference to Make in India) order 2017 (revision)) dated 16/09/2020. 	
<p>Capability, Equipment and Manufacturing facilities:</p>	<p>i) The Bidder must have an annual capacity to manufacture and supply at least 30% of quantity offered by them of Colour Shift Pigment suitable for Colour Shift Intaglio Security ink and shall undertake to increase the capacity for supply of 100% of quantity offered by them within six months period from the date of Letter of Intent. The evidence for annual capacity must be provided with list of equipment and its capacity.</p> <p>ii) The Bidder should provide evidence that they have the capability to manufacture and supply colour shift pigment ink as specified above by providing details of equipment/machinery installed for manufacturing of CSP.</p> <p>iii) In order to ensure quality of the product offered by the bidder, the bidder shall provide access to the purchaser to verify their production facility, if purchaser intends to do so as per the provisions of Make in India order, 2017. Verifiable evidence like details of manufacturing facility, list of equipment with capacity shall be</p>	

	<p>submitted by the bidder as a proof for their capacity.</p> <p>iv) In case of the bidder is bound by non-discloser agreement with their suppliers and not in a position to disclose the details and documents, a minimum quantity of colour shift pigment of any colour combination has to be provided as a proof of capability to manufacture with an undertaking that the same was manufactured at their plant.</p> <p>v)BRBNMPL reserves right to visit the manufacturing facility to verify and ascertain the claim of bidder regarding the quality, capacity and capability.</p> <p>vi) All bidder must meet this eligibility criterion and there shall be no relaxation for this norms.</p>	
<p>Financial Standing:</p>	<p>i) Annual Turnover : The average annual turnover of the bidder during the last three years ending 31/03/2023 should be 30% of the estimated cost of the tendered quantity i.e. at least Rs.31.62 crores.</p> <p>However, in case any bidder offers a part of the tendered quantity (minimum quantity to be offered by a bidder is 50% of tendered quantity) the minimum average annual turnover of the bidder during the last three years shall be 30% of the estimated cost of the offered quantity by the bidder of colour shift pigment.</p> <p>Relaxation to bidders under DPIIT Order, 2017 dated 16/09/2020 & MSME Order, 2012</p> <p>i. The bidders applying as MSEs/Start-ups (whether MSEs or otherwise) are eligible for relaxation of norms with regard to Annual Turnover as per the extant orders of MSME/MoF.</p>	

	<ul style="list-style-type: none"> • The bidders applying as Class-I and Class II local suppliers are eligible for relaxation with regard to Annual Turnover as per the provisions of DPIIT order Public Procurement – (Preference to Make in India) order 2017, (revision)dated 16/09/2020. 	
	<p>ii) Net worth: The Net Worth of the firm should not be negative as on March 31, 2023 and also should have not eroded by more than 30% year-on-year basis in the last 3 financial years ending 31/03/2023.</p> <p>In order to ensure the creditworthiness of the bidder, as per the provisions of Make in India order, 2017, all bidder must meet this eligibility criteria under net worth and there shall be no relaxation for this norms.</p>	

Note for bidders:

1. All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extant required as per eligibility criteria submitted by bidder should be verified from the parties from whom work has been done.
2. Financial standing data should be certified by certified accountant’s e.g. Chartered Accounts (CA) in India and Certified PublicAccountants/Chartered Accountants of other countries. Statement of Financial Standing to be submitted by bidders in the prescribed format as per following format and should be certified by accountants e.g. Chartered Accountant (CA) in India and Certified Public Accountant / Chartered Accountant/Members of Certified Accounting Body of the government of the Bidder’s country.

Name of the Bidder _____				
Sl No	Year	Annual Turnover	Net worth	Remarks
1.	2020-21			
2.	2021-22			
3.	2022-23			

Signature of Certified Accountant

Name :
 Name of Firm :
 Reg. No of Firm :
 Membership No :
 UDIN No. :
 Place :
 Date :

3. For the purpose of financial analysis of Turnover and Net worth, if the bidder is not qualifying in the criteria, then the bidder will be allowed to take the financial support from the Holding / Parent Company for qualifying in the criteria. However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender. The Holding Company shall give its support by way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents providing such ownership.
4. **Joint Ventures and Holding Companies:**
 - i. Credentials of the partners of Joint ventures cannot **(repeat cannot)** be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
 - ii. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding/Parent Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership provided that such Holding Company/Parent Company:
 - a. gives its written consent permitting the bidder to rely on its financial standing;
 - b. gives a written confirmation to BRBNMPL stating that it has not given its consent to any other bidder to rely on its financial standing and that it will not permit any other bidder to rely on its financial standing; and
 - c. gives an undertaking to BRBNMPL that it has not submitted and will not submit a bid (either jointly or severally) in response to this PQB/ tender.
 - iii. An entity will be deemed as a Holding Company/Parent Company of the bidder if and only if such entity
 - a. is validly registered as an incorporated company under the applicable jurisdictional laws;
 - b. holds more than 50% of the voting share capital of the bidder; and
 - c. Has the right to nominate majority directors on the board of the bidder and has pursuant to such right appointed majority directors on the board of the bidder. Concurrently, the entity for which the Holding Company/Parent Company fulfils the above criteria shall be construed as the Subsidiary of such Holding Company/Parent Company.
 - iv. Bidder cannot rely on the financial standing / credentials of the Holding Company/Parent Company if the bidder does not fulfil the other eligibility criteria like experience, past performance and capacity/capability to satisfy the technical requirements.
 - v. If a bidder chooses to rely on the financial standing of its Holding/Parent Company, both the Holding/Parent Company and the bidder will have to jointly submit a bid in response to the tender. Accordingly, if successful, both entities (i.e. the bidder and its Holding/Parent Company) will be required to execute all bid related documents and contract documents and Holding/ Parent Company will be jointly and severally liable for performance of the obligations by bidder under the contract documents.
 - vi. In case the bidder chooses to rely on the financial standing of its Holding/Parent Company, the following financial statements of the Holding/Parent Company and the bidder are required to be submitted as evidence of their financial standing:
 - a. Latest standalone audited financial statements of the bidder;
 - b. Latest standalone audited financial statements of the Holding/Parent Company,
 - c. Latest consolidated audited financial statements of the Holding/Parent Company; and Shareholding details and board composition of the bidder and a written undertaking from the Holding / Parent Company and the bidder confirming that the Holding / Parent Company has an unbridled right to appoint majority directors on the board of the bidder and has pursuant to such right appointed majority directors on the board of the bidder.

- vii. In any case, the bidder alone or the bidder and the Holding/Parent Company should provide the annual report including audited balance sheet and the profit and loss account for the last three years.
- viii. In addition, in case of a joint bid, the consolidated balance sheet of the parent company of the Holding/Parent Company, if any, should also be submitted for the last three years.
- ix. Bidder shall not be entitled to utilize the manufacturing facilities of the Holding/Parent Company or any third party for supply. It is further clarified that the bidder must ensure that all manufacturing will only be undertaken in its own facilities and not in the facilities of the Holding/ Parent Company or any other third party.
- x. There shall be only one bid from each Group. The reference to term 'Bidder' shall not mean a reference to the 'Holding Company/Parent Company' even in case of a joint bid with Holding/Parent Company. Even if the Bidder proposes to rely on the financial standing of its Holding/Parent Company, such bid shall be construed as one single bid from the Group by the bidder jointly along with its Holding/Parent Company. If it is found that more than one company from a Group has submitted separate bids either jointly with another Bidder or on its own, then all Bidders from such Group who have submitted the bids shall be disqualified and all their respective bids shall be rejected. A Group shall comprise of all entities which have a common Holding/Parent Company either directly or indirectly through intermediary entities.
- xi. In case the Bidder is relying on the financial credentials of its Holding/Parent Company, then the bid documents shall be signed by the authorized signatories of both the Bidder and its Holding/ Parent Company. The bid shall be legally binding on both the Bidder and its Holding/Parent Company.
- xii. The Bidder is required to submit a self-declaration that they are not engaging any agents for participation in this tender. In case the Bidder is relying on the financial credentials of its Holding Company/Parent Company, the Holding Company/ Parent Company is also required to submit a self-declaration that they are not engaging any agents for participation in this tender.
- xiii. Additional instructions for Holding/Parent Company: -
 - a. Where financial standing of the bidder company is not strong enough to meet its obligations under the tender and it has taken support from its Holding/Parent Company for participating in the tender, the Holding/Parent Company shall give its support by way of Bank Guarantee to cover the obligations of the bidder under the tender in case of any default.
 - b. The amount of Bank Guarantee by Holding/Parent Company shall be equal to the amount of Bank Guarantee prescribed in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders.
 - c. The amount of Bank Guarantee and format of Bank Guarantee, which are to be obtained from the Holding/Parent Company, shall be mentioned in the tender which will be issued to PQB qualified parties subject to security clearance.

Annex III

Performance for application for security clearance (All fields are mandatory)

I. Details in respect of applicant company:

Sl. No.	Name of the company	Registration number with date	Registered office address and correspondence address	Previous name of the company, if any	Products / services offered	Details of earlier approvals, if any (ref. no. and date)

II. Details in respect of Foreign Collaborator, if any:

Sl. No.	Name of foreign collaborator in respect of the products / services being offered in India.	Registration number with date	Registered office address and correspondence address	Previous name of the company, if any	Type of collaboration with the applicant company viz. technical / financial / patent / product manufacturing etc.	Address of production of the product / service offered to applicant company, if applicable

III. Details in respect of Board of Directors of the applicant company:

Sl. No.	Full names of directors in BoD of the applicant company	Present position held and since when (date)	Date of birth	Parentage (Father/mother name)	Present and permanent address	Nationality	Passport no. and date of issue, if any	Contact address and telephone number

IV. Details of share-holders of the applicant company (All firms/companies/entities/individuals having shareholding more than 10% or controlling stake in applicant company):

Sl. No.	Full name of Individual / company	Parentage (name of father / mother) in case of individuals, and beneficial owner in case of companies	Date of birth in case of individuals, and registration number in case of companies	Permanent address / present address in case of individuals, and registered office and correspondence address in case of companies	Present position held, in any, in the applicant company	Nationality, in case of individual (if holding dual nationality, both must be clearly mentioned)/ country of registration (in case of company)	% of shares held in the company

V (A). Ultimate beneficial owner(s) / company(ies) / organization(s) of the applicant company:

Sl. No.	Name of the Ultimate beneficial owners / companies / organizations	Address of the company / individual / organisation	Date of birth in case of beneficial individual	and passport is an ultimate owner in case of an individual	Registration number with date of ultimate beneficial owner is company / organization	Address of registered office, in case of ultimate beneficial owner is company / organization

V(B). Ownership structure chart depicting the link between applicant company and ultimate beneficial owner / company / organisation

VI. Self-declaration regarding presence / operation in China / Pakistan (if any) as below:

(i) Whether the applicant company or its parent company (ultimate beneficial owner) or associates companies or subsidiary companies / holding companies are having presence / operation or supplied / supplying products / services related to currency / passport in China / Pakistan? Yes / No

(ii) If yes, following details may be provided:

- a. Name and address of the company(s) having operation in China / Pakistan.
- b. Details of its establishment in Pakistan / China.
- c. Details of its business activities being carried out in Pakistan/China including the past business relation of last five years.
- d. Description of products / services
- e. Any collaboration or technical tie-up with a company or organization in China / Pakistan, details if any.

VI. Details of criminal cases, if any, against the company/ director(s) as per annexure

VII. Whether the applicant company has been blacklisted/fined/debarred for its business operations in currency sector by any Government agency in India and abroad in last five years. If yes, provide details.

VII. Self-declaration by the applicant company:

- a. I hereby undertake that any of the product(s)/service(s) offered to India, have not been sourced from Pakistan/China.
- b. I hereby undertake to source items to be supplied to India from security cleared firms only (this is applicable for all items requiring security clearance).

(Signature)

Note: The above self-declaration is to be filled and signed by the authorized signatory of the company.

Annexure

Self-declaration for company and director(s) for whom security clearance is sought

- a. Name & address and registration number of the company :
- b. Name and address of owners (in case of proprietorship firm) :
/ directors of the company
1. _____
2. _____
3. _____
4. _____
- c. Is the company owners (in case of proprietorship firm) / directors listed above, the subject of any
1. Preventive detention proceedings under : Yes / No
Public Safety Act / National Security Act etc.
2. Criminal investigation in which charge sheet : Yes / No
has been filed
- d. If, Yes, please provide following details
1. Case / FIR number :
2. Detention / warrant number, if any, :
3. Police station / district / agency :
4. Sections of law under which case(s) has / have been filed :
5. Name and place of the court :
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company.

ANNEX IV

INTEGRITY PACT

Pre-Qualification Bid No. 07/CO/PQB/2023-24 dated 31/10/2023 for manufacturing and supply of **Colour Shift Pigment** for Colour Shift Intaglio Security Ink suitable for printing of banknotes

Between

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) hereinafter referred to as **“The Principal”**

and

..... Hereinafter referred to as **“The bidder/ Contractor:**

Preamble

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

- a. In order to achieve these goals, Independent External Monitors (IEMs), appointed by the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- b. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties and will be effective till the completion of contractual obligations. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination
- c. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting (if permissible under the contract), the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. The Principal should not seek or accept any benefit, which is not legally available.
 - b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - c. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - d. The Principal will exclude from the process all known prejudiced persons.

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-

- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. Bidders are required to submit a self-declaration that they are not engaging any agent for participation in the bidding/ procurement process. However, if engagement of agents is permitted as mentioned in the tender, then foreign bidders should disclose the name and address of agents and representatives in India. Bidders should disclose the payments to be made by them to agents or brokers or any other intermediary;
 - e. Indian Bidders to disclose their foreign principals or associates.
 - f. Bidders/ contractor(s) should disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
 - g. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- a. If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such

as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

- b. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damage of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anticorruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor

Name of the IEM: Dr. B C Gupta (Retd. IAS) & Shri M N Krishnamurthy (Retd. IPS)

E-mail: bcgupta2000@yahoo.com & krishnamurthymn19@gmail.com

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, BRBNMPL.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, BRBNMPL and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, BRBNMPL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals form correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC / PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- (10) In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.
- (11) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

The Pact beings when both parties have legally signed it. It expires from the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of BRBNMPL.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 2:

(Name & Address)

Statement of undertaking to be submitted with the bid by the Bidder

For the purpose of supplying Colour Shift Pigment for Indian banknotes, we undertake that:

- i. We will completely indemnify and hold harmless the Purchaser from and against any claims of infringement of any patent / license from any source,
- ii. In case the manufacturing of the Colour Shift Pigment is under a license from the patent holder, such license will be valid for a minimum period of five years and for the period of further extension of the contract, if any.
- iii. We will not reveal the specifications etc. of the Colour Shift Pigment in Indian Banknotes, contained in the main tender documents, to any third party.
- iv. We will not supply India specific Colour Shift Pigment to any other third party/country and we will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
- v. We will supply the offered Colour Shift Pigment only to the parties notified by the purchaser.
- vi. We will accept all the terms and conditions of PQB and abide by it without any counter conditions.
- vii. The information given in the documents is correct and we are aware that if any information provided is found to be false at a later stage, the Purchaser reserves the right to reject / disqualify the Bid at any stage of the tendering process without assigning any reason. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- viii. Our operations in Pakistan or China, if any, shall be suitably firewalled from the contract / operations with India and declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Bidder for this project. No Pakistani national or person of Pakistani origin will be engaged by the company for the project. We will not post an employee who worked in India operations in Pakistan or China. If we are found indulging in acts inimical to India's national security, the contract/ tender is liable to be terminated.
- ix. We will intimate to the Purchaser any change in the Board of Directors/ key personnel and in ultimate beneficial ownership of 10% and above, without any delay.
- x. We will give a detailed presentation at a later date on the Colour Shift Pigment offered, if so required by the Purchaser.
- xi. The Purchaser is entitled to seek additional information/ documents from us at any point of time.
- xii. We will, if required as at under Capability, equipment and manufacturing facilities criteria of Annex II, increase the capacity for supply of our entire offered quantity within six months' period from the date of Letter of Intent.

Authorized signature
Name of the Signatory
Designation
Name of the Bidding Entity

Certificate by the Bidder

Ref: Pre-Qualification Bid No. 07/CO/PQB/2023-24 dated 31/10/2023 for manufacturing and supply of Colour Shift Pigment for Colour Shift Intaglio Security Ink suitable for printing of banknotes

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

Authorized signature

Name of the signatory

Designation

Name of the Bidding Entity

Bidder's Information

Bidder shall fill in this Form following the instructions indicated below. In case a statement does not apply to a bidder, the same should be answered with the remark "Not Applicable". Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof / evidence to substantiate the corresponding statement.

In case a bidder furnishes a wrong or evasive answer against any of the under mentioned question / issues, its bid will be liable to be ignored.

1. Bidder particulars

- a) Name of the Company:
- b) Nature of the Company (Proprietorship/Partnership/Ltd. Company/Co-op. Society etc.):
- c) Corporate Identity No. (CIN), if available:
- d) Registration with BRBNMPL, if applicable:
- e) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- f) Place of Registration/Principal place of business/manufacture
- g) Complete Postal Address:
- h) Pin code/ZIP code:
- i) Telephone Nos. (with country/area codes):
- j) Fax No. (with country/area codes):
- k) Cell phone Nos. (with country/area codes):
- l) Contact persons/Designation:
- m) Email IDs:

Submit documents to demonstrate eligibility – A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society –Its Bye-laws and registration certificate of the firm.

2. Taxation Details:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN (in Consignor and Consignee States):
- d) Registered / Certified Works / Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

· We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. Authorization of Person(s) signing the bid on behalf of the Bidder

- a) Full Name:
- b) Designation:
- c) Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

If asked, documents to be submitted: Registration Certificate / Memorandum of Association / Partnership Agreement / Power of Attorney / Board Resolution

4. Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/Mobile numbers:
- d) Email Address:

(Signature with date)
(Full name, designation & address of the person duly authorized to sign on behalf of the tenderer)
For and on behalf of
(Name, address and stamp of the tendering firm)