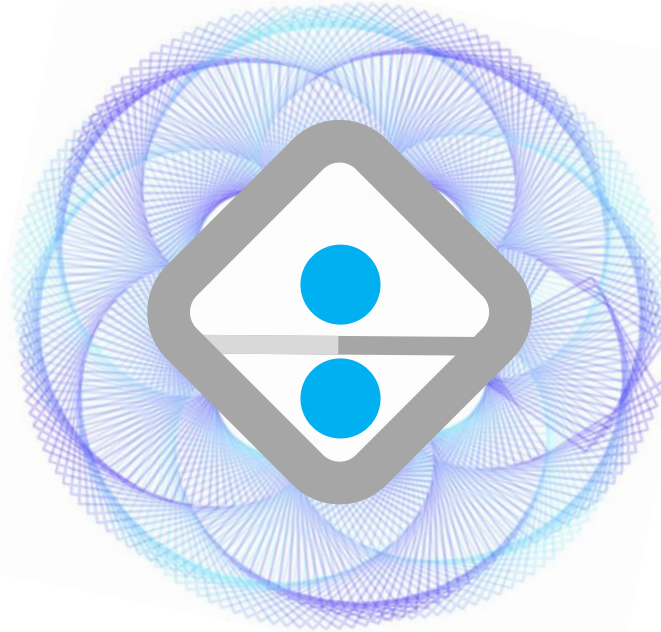
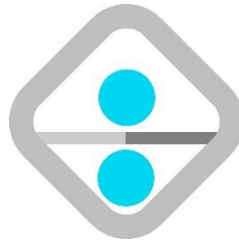


**BHARATIYA RESERVE BANK NOTE MUDRAN PVT. LTD.
INDIA**



18/CO/GPQB/2018-19 dated 21st March 2019
GLOBAL 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 SUPPLYING **COLOUR SHIFT PIGMENT** FOR COLOUR SHIFT INTAGLIO SECURITY INK SUITABLE FOR PRINTING OF BANKNOTES

18/CO/GPQB/2018-19

Dated: 21/03/2019

This PQB Document Contains 31 Pages including this page

Document is issued to:

M/s _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

R.Natarajan
Deputy General Manager.
Address: Bharatiya Reserve Bank Note Mudran (P)Ltd,
Regd & Corporate Office ,No.3 & 4,
1st phase, 1st Stage,BTM layout,
Bannerghatta road, Bengaluru, Karnataka, India
Email: natarajanr@brbnmpl.co.in

Alternative Contact : atanudatta@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

18/CO/GPQB/2018-19

Dated: 21/03/2019

1. Sealed Pre-Qualification Bid 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 and subsequent tenders will be a rate contract where in 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.
2. Initial tenure of the agreement will be for a period of five years and extendable at the discretion of the purchaser for further period. The agreement, however, will be subject to a review for satisfactory performance of supplier with respect to quality and supply on yearly basis.
3. Details of requirement are as indicated below:

Schedule	Description	Approximate Annual quantity required
1	Colour Shift Pigment for colour shift Intaglio security ink suitable for printing of banknotes.	9500 Kg (The Annual quantity is indicative and may vary during regular procurement based on the actual requirement)

4.

Type of Tender (Two Bid / PQB / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	PQB
Date of Publication of PQB documents	21/03/2019
Price of the PQB Document	Free (Downloadable from BRBNMPL website)
Closing date and time for receipt of PQB	11:00 Hrs on 6th May, 2019
Place of receipt of PQB	BRBNMPL, Bengaluru
Time and date of opening of PQB	11:30 Hrs on 6th May, 2019
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 and Designation to receive bulky Tender (Clause 21.1 of GIT)	Mr. R. Natarajan, Deputy General Manager, BRBNMPL, Bengaluru

5. 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.
6. If requested, the PQB documents will be mailed by registered post/Speed Post to the domestic participants and by international air-mail to the foreign participants, for which charges per set of document shall be Rs. 500 within India and Rs. 2500 for international air-mail. 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.
7. 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.
8. 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.
9. 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.**
10. 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.
11. 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.
12. 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.
13. The PQB documents are not transferable.

For and on behalf of BRBNMPL

(R Natarajan)
Deputy General Manager

**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. Bidders who qualify this PQB alone will be further eligible, subject to security clearance, for issue of tender forms and to participate in the tendering process. Manufacturers including those under patent license, joint venture technical collaboration, licensee arrangement etc, (hereinafter called Bidder), are eligible to apply or take part in the bid.

In connection with the above, in the course of evaluation of bids, the bidder(s) may be required to furnish necessary details. The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this PQB to the extent feasible. The successful bidders may be required to supply Colour Shift Pigment at the location (s) notified by the Purchaser at the contracted terms and price(s). Initial tenure of the agreement will be for a period of FIVE years and extendable at the discretion of the purchaser for further period. The agreement, however, will be subject to a review for satisfactory performance with respect to quality and supply on yearly basis.

Description	Unit	Type of Supply	Approximate Annual quantity required	Supply Location
Colour Shift Pigment for colour shift Intaglio security ink suitable for printing of banknotes.	Kg	Rate contract	9500 kg (The Annual quantity is indicative and may vary during regular procurement based on the actual requirement)	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. Make in India Clause:

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this PQB to the extent feasible. The local suppliers 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 financial loss and net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

5. OTHER REQUIREMENTS:

- i. The Bidder shall furnish the details of colour shift pigment/s manufactured and supplied in the past, specifying the quantities supplied annually during the last five years. This clause is exempt for local suppliers under “Make in India” Clause to the extent of supplies to other countries/ exports
- 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 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. Balance sheet and statement of profit and loss shall be 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. However, for manufacturing the selected Colour Shift pigment in India, the Bidder shall be allowed to manufacture the offered Colour Shift Pigment in India through a subsidiary or under license or through transfer of technology to any Indian manufacturer permitted by the Purchaser.
- 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 be a manufacturer and supplier of Colour Shift Pigment for security documents. Exemptions applicable to local suppliers, are as under the "Make in India" Clause of this document.
- xvi. 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”.

- xvii. 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 an 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)
- xviii. 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.
- xix. The Bidder is required to submit a self-declaration that they are not engaging any agent for participation in the bidding/procurement process.
- xx. 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 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.
- xxi. 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.

6. 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 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 18/CO/GPQB/2018-19"
- 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 shall become the property of the Purchaser and the Purchaser shall not return the same to the bidders.
- xv. This PQBN 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 6th May, 2019.
 - b) Time and Date of opening PQB: 1130 hours (IST) on 6th May, 2019. If the bidder desires to be present during the bid opening, please note that only one authorized person 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

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

18/CO/GPQB /2018-19 Date: March 21, 2019

1. Name and Address of the Bidder:

2. Whether applying as a local supplier: Yes/ No

3. Has the Bidder been manufacturing and supplying Colour Shift Pigment for the last five years? Yes/ No

If not, specify the date from when the Bidder is in the business of manufacturing and supplying of Colour Shift Pigment.

4. Details of Colour Shift Pigment supplied as explained at Experience & Past Performance shall be furnished as under:

Sl No	Year	Colour shift combination	Quantity of Colour Shift Pigment supplied, in kg
1.			
2.			
3.			
4.			
5.			
	Total		

Please note that the local suppliers are exempted from experience and past performance under the "Make in India" Clause. (Clause No 4 on "Make in India")

5. Whether the Colour Shift Pigment offered is exclusive & unique to India: Yes/ No

6. 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.

7. 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".

8. Evidence as detailed in [Annex II](#) for proving the technical competence as explained in "Capacity, Equipment and Manufacturing Facilities", as under:
 - a. **Experience & Past Performance**
 - b. **Capability, Equipment & Manufacturing Facilities**
 - c. **Financial Standing**

9. Details of all manufacturing facilities with location, address, capacities and load factor of the Bidder.
10. Details specifying the location/s of the manufacturing facility from where the Bidder proposes to manufacture Colour Shift Pigment to be supplied to India. 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.
11. Financial Details for last three years

SI No	Year	Annual Turnover	Profit/Loss	Net worth	Remarks
1.	2015 or 2015-16				
2.	2016 or 2016-17				
3.	2017 or 2017-18				

- a. Enclose i) audited balance sheet (ii) statement of profit and loss and other supporting documents for the last three years in English language.
- b. 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.
12. 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.
13. Whether all financial details, experience, past performance and capacity/ capability related data is personally certified by the authorized signatory of the Bidder.
Yes/ No
14. Whether annual turnover of the Bidder during the last three years is less than as specified in the Financial Standing of PQB.
Yes / No
15. Whether the Bidder has suffered any financial losses for more than one year during last three years?
Yes / No
16. Whether the net worth of the Bidder is positive in the last three years and not eroded by more than 30% in the last three years.?
Yes / No
17. The bidder company shall use the financial criteria of its own holding company .Whether the holding company has counter guaranteed the financial and all Bank Guarantees for this PQB
Yes/ No
18. Whether a compliance statement has been furnished as per [Annex V](#)
Yes/ No
19. Name, address, emails and telephone numbers of the shareholders and directors of the Bidder and their other activities.
20. Whether Application Proforma for Security Clearance_of the bidder is submitted as per Annex –III and III (a)
Yes/ No
21. Is the Bidder owned by another company?
Yes/ No

If yes, furnish the details of the ultimate holding company with complete address and their activities.

22. Details of machineries for manufacture of Colour Shift Pigment, whether enclosed. Yes/ No

23. Details of control system for controlling the quality parameters of pigment, whether enclosed
Yes/ No

24. Details of testing facilities available at the manufacturing facilities, whether enclosed?
Yes/ No

25. Does the Bidder have a written security plan for storage and accounting of Security materials?
Yes/ No

Details of material security arrangements to protect the integrity of the Security material to be furnished.

26. Is the Bidder an accredited and approved supplier with Government of India or any internationally recognized independent authority?
Yes/ No

Details to be provided

27. 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

Indicate the name and details of the patent and the patent holder. In case of a local bidder, who owns exclusive License, from the Patent holder (Licensor), the PAC will have to 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.

28. Copies of Incorporation Certificate, details of shareholding and board composition of the Bidder whether enclosed.
Yes/ No

29. Whether the bid is submitted under "Make in India"
Yes/ No

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this PQB to the extent feasible. The local suppliers 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 financial loss and net worth under the financial standing eligibility criteria shall be applicable to local suppliers also. The bidder company may use the financial criteria of its own holding company in this case, the Holding company will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this PQBN.

a. Further, in terms of the aforesaid DIPP Order, the local supplier may provide a self -certification that the Colour Shift Pigment offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

b. A certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing Chartered Accountant (in respect of suppliers other than

companies) giving the percentage of local content.

Whether the certification/ declaration as mentioned above is enclosed? Yes/ No

30. Has the bidder submitted the undertaking as per Annex VI along with the bid? Yes/ No

31. Whether the signatory is competent and legally authorized to submit the Bid and / or to enter into a legally binding contract. Yes/ No

32. Whether a duly signed and stamped confidentiality statement as below is enclosed
Yes/ No

“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”.

33. Whether the declaration that the Bidder is not blacklisted /debarred by any Government / Government Agency anywhere in the world, is enclosed. Yes/ No

34. 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

35. Whether the duly signed and stamped Pre-Contract Integrity Pact is enclosed. Yes/ No

Signature of Authorized Person

Name & Designation, Name and Seal of the Company

Date

Eligibility Criteria

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this PQB to the extent feasible. The local manufacturers 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 financial loss and net worth under the financial standing eligibility criteria shall be applicable to local suppliers also. The eligibility criteria are as per the table below. Apart from meeting the criteria mentioned in the table below, bidders are required to **meet the criteria for Security Requirement as described in clause 5 (xiv) of PQBN: The Bidder should not have been blacklisted /debarred by any Government/ Government Agency anywhere in the world and the Bidder shall be required to submit the declaration to that effect.**

Qualifying parameters	Criteria
Experience & Past Performance	<p>The bidders should offer at least 20% of tendered quantity i.e. 1900 kg per annum and have manufactured and supplied at least 30 % of its offered quantity of Colour Shift Pigment in any one year during the last five years. (ending 31st December, 2018)</p> <p>Local suppliers are exempt under the “Make in India” Scheme</p>
Capability, Equipment and Manufacturing facilities:	<ol style="list-style-type: none"> 1. Local suppliers are not required to provide any proof of supply in terms of the “Make in India” Scheme. However, other requirements as below apply to all bidders including the local suppliers. 2. As on date of publishing PQB, the Bidder must have an annual capacity to manufacture and supply at least 30% of Offered quantity of Colour Shift Pigment for Colour Shift Intaglio Security ink (deep green to blue) and other colour and shall undertake to increase the capacity for supply of entire offered quantity within six months period from the date of Letter of Intent. The evidence for annual capacity may be provided with list of equipment and its capacity. 3. The Bidder should provide evidence that they have the capability to manufacture and supply colour shift pigment as specified above by providing, <ol style="list-style-type: none"> i) Copy of Purchase order /agreement for Colour Shift pigment and copy of invoices. ii) 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 for capability to manufacture with an undertaking that the same was manufactured at their plant. iii) The bidder shall provide access to the purchaser to verify their production facility, if purchaser intends to do so.

<p>Financial Standing:</p>	<p>The average annual turnover of the bidder during the last three years should be more than INR 1500 million.</p> <p>However, in case any bidder offers a part of the tendered quantity (minimum offered quantity per annum is 20% of tendered quantity) the minimum average annual turnover of the bidder during the last three years shall be 30% of the of the estimated cost of the offered quantity of colour shift pigment. The estimated cost of 1 Kg of colour shift pigment may be taken as INR 0.52 million for this purpose.</p> <p>Local Manufacturers are exempt from turnover requirements under the “Make in India” Scheme</p> <p>However, all bidders including the local suppliers should not have suffered any financial loss for more than one year during the last three years and their net worth should positive and should not have eroded by more than 30% in the last three years.</p>
<p>Evaluation of Financial standing</p>	<p>Financial Loss: For the purpose of analysing financial loss, the profit before depreciation and tax (PBDT) will be considered. In case the bidder suffers a PBDT loss then the Earnings before Interest, Taxes, Depreciation and Amortization (EBIDTA) will be considered for analysis. In case the bidder suffers financial loss in both the scenario 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 as specified in the tender.</p> <p>Net worth: For the purpose of financial analysis of 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 as specified in the tender.</p> <p>In case the bidder take the financial support from the Holding /parent company to qualify in this PQB, the holding /parent company will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this PQB.</p>

Application Proforma for Security Clearance (Currency)

I. Details in respect of Company / Firm (Indian / Foreign)

Sl. No.	Full Name of the company and its foreign collaborator, if any	Date of registration of the company	Address of Head Office, Regional Offices and Registered Office	Previous name of the company, if any	Details of earlier approvals, if any (ref. No & date)

II. Details in respect of Directors

Sl No	Full Name of Board of Directors	Present position held with date (since when)	Date of Birth	Parentage	Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contact Address & Telephone number

III. Details of Shareholders of applicant company (All firms / companies / entities / individuals having shareholding more than 10 %)

Sl No	Full Name	Parentage Father / Mother	Date of Birth	Permanent Address	Present Address	Present Position Held	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in the Company

IV. Foreign Company / Subsidiary Company / Holding Company: Self declaration regarding presence / operation in China & Pakistan (if any)

V. Details of criminal cases, if any, against the Company / Director (s) as per Annex III(a):

Annex –III (a)

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 the owners, promoters and directors of the company.
 - 1.
 - 2.
 - 3.
 - 4.

- c. Is the company owners, promoters or directors listed above, the subject of any
 - 1. Preventive detention proceedings (PSA / NSA etc.) : YES / NO
 - 2. Criminal proceedings : YES / NO

- d. If Yes , please provide following details
 - 1. Detention / Case / FIR / Warrant number
 - 2. Police station / District / Agency
 - 3. Section of Law
 - 4. Name and place of the court

- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self-declaration is required to be filled and signed by each Director individually.

ANNEX IV:

PRE-CONTRACT INTEGRITY PACT

PRO-FORMA OF THE PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and applicable for all tenders of value above Rs.1 crore)

PRE-CONTRACT

INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of 2019 between on one hand, BRBNMPL through BRBNMPL,

Corporate Office, Bangalore on behalf of the Managing Director hereinafter called the “BUYER” which expression shall mean and include unless the context otherwise requires his successors in office and

assigns of the First Part and represented by..... hereinafter called the BIDDER / SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure Colour Shift Pigment for Colour Shift Intaglio Ink suitable for printing of Indian Banknotes and the BIDDER / SELLER is willing to offer / has offered Colour Shift Pigment for Colour Shift Intaglio Ink suitable for printing of Indian Banknotes

And

WHEREAS the BIDDER is a private company / public company / Government undertaking partnership / registered export agency constituted in accordance with the relevant law in the matter and the BUYER is a Company wholly owned by Reserve Bank of India on behalf of its Managing Director.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

I. Definitions:

In pursuance of the above Pact, for the purpose of this provision, the Buyer defines the relevant terms set forth therein as under:

1) “Contract” means the contract entered into between the Buyer and Bidder (or Tenderer) / Contractor for the execution of work mentioned in the preamble above.

2) “Contractor” means the bidder or tenderer whose tender (bid) has been accepted by the Buyer or Company whose tender (bid) has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contract.

3) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

In order to achieve these goals, the Buyer proposes to appoint one or more External Independent Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Buyer designed to establish bid prices at artificial, non-competitive levels; and

5) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

6) “External Independent Monitor” means a person, hereinafter referred to as EIM, appointed, in accordance with Section X below, to verify compliance with this agreement.

7) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Buyer and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Buyer of the benefits of free and open competition;

8) “Party” means a signatory to this agreement.

9) “Purchaser or Buyer” means Bharatiya Reserve Bank Note Mudran Private Limited, incorporated under the Companies Act 1956, having their registered Office at Bangalore 560029 and includes their successors.

10) “Bidder or Tenderer” means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

II. Commitments of the BUYER

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYERS will report to the Director (Technical)/Director (Operations) / General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

III. Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

1.1. The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

1.2. The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with buyer.

- l.3. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- l.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members' agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- l.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- l.6. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- l.7. The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- l.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- l.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any serving / ex-employees of the officers of the BUYER or alternatively if any relative of any serving / ex-employees of the officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in 2(77) of the Companies Act, 2013 as amended from time to time.

3. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

IV. Disqualification from tender process and exclusion from future contracts.

1. If the Bidder, before contract award has committed a transgression through a violation of Section III

(Commitment of the Bidder) or in any other form such as to put his reliability or credibility as Bidder

into question, the Buyer is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

2. If the Bidder / Contractor have committed a transgression through a violation of Section III such as to put his reliability or credibility into question, the Buyer is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year and maximum of 3 years.
3. A transgression is considered to have occurred if the Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
4. The Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer's absolute right to resort to and impose such exclusion after giving opportunity of hearing to the bidder. This undertaking is given freely and after obtaining independent legal advice.
5. If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

V. Compensation for Damages

1. If the Buyer has disqualified the Bidder from the tender process prior to the award according to Section IV, the Buyer is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Buyer has terminated the contract according to Section IV or if the Buyer is entitled to terminate the contract according to Section III, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

VI. 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. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

VII. Earnest Money (Security Deposit)

1. While submitting commercial bid, the BIDDER shall deposit an amount 2% of the total value of the contract as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
 - a. Bank Draft or a Pay Order in favour of Bharatiya Reserve Bank Note Mudran Private Limited. A confirmed guarantee by an Indian Nationalised Bank promising payment of the guaranteed sum to the BUYER or demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - b. Any other mode or through any other instrument (as specified in the tender document).

2. The Earnest Money shall be valid for 45 days beyond the final tender validity period. Security Deposit shall be valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER and after completion of warranty period.
3. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same by assigning reason for imposing sanction to violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

VIII. Sanctions for Violations

- i) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
 - i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
 - iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
 - vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
 - ix) Any letter of credit, including revolving Letter of Credit, opened by buyer, shall be rendered infructuous from the date of advice of violation by buyer.

- x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.
- ii) The BUYER will be entitled to take all or any of the actions mentioned at Section VIII para 1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- iii) The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

IX. Fall Clause

The bidder undertakes that it has not supplied/is not supplying similar product /systems or subsystems at a lower price than that offered in the present bid in respect of any other customer in India, Ministry /Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the Bidder to any of these entities at a lower price than that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.

X. External Independent Monitor-

Name of the IEM : Shri. V.V.R. Sastry

E-mail: sastryvvr@gmail.com

1. The BUYER appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Buyer.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Tender/Contract documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to tender/contract documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality, provided that this clause is subject to the general confidentiality clause.
4. The Buyer 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 Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or heal the violation, 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. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the management of the buyer.

6. The Monitor will submit a written report to the Chairperson of the Board of the Buyer within 8 to 10 weeks from the date of reference or intimation to him by the 'Buyer' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Buyer.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, IPC/PC Act and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

XI. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

XII. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

XIII. Other Legal Actions

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

XIV. Validity

1. The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BUYER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after conclusion of the tender. 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 the buyer.

2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

3. The parties hereby sign this integrity pact at ____ on _____.

BUYER

BIDDER

Name of the Officer

“Authorized signatory of the Bidder”

Designation

Witness

Witness

1. _____
2. _____

1. _____
2. _____

Qualifying parameters	Criteria	Offered by bidders
Quantity offered per annum	Atleast 20% of 9500 kgs i.e. 1900 kg per annum	
Experience & Past Performance	<p>The bidders should offer at least 20% of tendered quantity i.e. 1900 Kg per annum and have manufactured and supplied at least 30 % of its offered quantity of Colour Shift Pigment in any one year during the last five years. (ending 31st December, 2018)</p> <p>Local suppliers are exempt under the “Make in India” Scheme.</p>	
Capability, Equipment and Manufacturing facilities:	<ol style="list-style-type: none"> 1. Local suppliers are not required to provide any proof of supply in terms of the “Make in India” Scheme. However, other requirements as below apply to all bidders including the local suppliers. 2. As on date of publishing PQB, the Bidder must have an annual capacity to manufacture and supply at least 30% of Offered quantity of Colour Shift Pigment for Colour Shift Intaglio Security ink (deep green to blue) and other colour and shall undertake to increase the capacity for supply of entire offered quantity within six months period from the date of Letter of Intent. The evidence for annual capacity may be provided with list of equipment and its capacity. 3. The Bidder should provide evidence that they have the capability to manufacture and supply colour shift pigment as specified above by providing, <ol style="list-style-type: none"> i) Copy of Purchase order /agreement for Colour Shift pigment and copy of invoices. ii) 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 for capability to manufacture with an undertaking that the same was manufactured at their plant. iii) The bidder shall provide access to the purchaser to verify their production facility, if purchaser intents to do so. 	

<p>Financial Standing:</p>	<p>The average annual turnover of the bidder during the last three years should be more than INR 1500 million.</p> <p>However, in case any bidder offers a part of the tendered quantity (minimum offered quantity per annum is 20% of tendered quantity) the minimum average annual turnover of the bidder during the last three years shall be 30% of the of the estimated cost of the offered quantity of colour shift pigment. The estimated cost of 1 Kg of colour shift pigment may be taken as INR 0.52 million for this purpose.</p> <p>Local Manufacturers are exempt from turnover requirements under the “Make in India” Scheme</p> <p>However, all bidders including the local suppliers should not have suffered any financial loss for more than one year during the last three years and their net worth should positive and should not have eroded by more than 30% in the last three years</p>	
<p>Evaluation of Financial standing</p>	<p>Financial Loss: For the purpose of analysing financial loss, the profit before depreciation and tax (PBDT) will be considered. In case the bidder suffers a PBDT loss then the Earnings before Interest, Taxes, Depreciation and Amortization (EBIDTA) will be considered for analysis. In case the bidder suffers financial loss in both the scenario 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 as specified in the tender.</p> <p>Net worth: For the purpose of financial analysis of 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 as specified in the tender.</p> <p>In case the bidder take the financial support from the Holding /parent company to qualify in this PQB, the holding /parent company will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this PQB.</p>	

BIDDER

Name of the Authorized Signatory

Designation

Name of the Bidding Entity

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

For the purpose of supplying Colour Shift Pigment for Colour Shift Intaglio Ink suitable for printing 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 three 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 for Colour Shift Intaglio Ink suitable for printing of 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 Point 2 under Capability, equipment and manufacturing criteria of Annex II, increase the capacity for supply of entire offered quantity within six months' period from the date of Letter of Intent.

BIDDER

Name of the Authorized Signatory

Designation

Name of the Bidding Entity