

**GLOBAL PRE-QUALIFICATION FOR “TECHNOLOGY TRANSFER” TO  
SET UP INK FACTORY FOR MANUFACTURING BANKNOTE  
PRINTING INKS (OFFSET, INTAGLIO, NUMBERING AND OTHERS)**

**Not Transferable**

**Security Classification: Security**

**DOCUMENT FOR PRE-QUALIFICATION OF PARTIES FOR TECHNOLOGY  
TRANSFER” TO SET UP INK FACTORY FOR MANUFACTURING BANKNOTE  
PRINTING INKS (OFFSET, INTAGLIO, NUMBERING AND OTHERS)**

**PQB/INK-TECH/O3/2016-17**

**Dated: 1<sup>st</sup> June 2016**

**This PQB Document Contains 33 pages**

**Document is given to:**

M/s_____
Address_____

**Details of Contact person in BRBNMPL regarding this tender:**

(S.MADHAV RAO)

ADVISOR

For and on the behalf

of

THE MANAGING DIRECTOR,

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD,

NO.3 & 4, REGD CORPORATE OFFICE,

1<sup>st</sup> PHASE, 1<sup>st</sup> STAGE, , B.T.M LAYOUT,

BANNERGHATTA ROAD, BENGALURU

KARNATAKA

Tel No: +91 –80 66602000

Fax No: +91- 80- 66602039

Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

Email: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

## I. Notice Inviting Tender (NIT)

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

**PQB/INK-TECH/O3/2016-17**

**Dated: 1<sup>st</sup> June 2016**

1. Sealed Pre-Qualification Bid is invited for technology transfer to set up ink factory at BRBNMPL, Mysuru for manufacturing of Banknote printing inks (Offset, Intaglio, Numbering and others) for printing of Indian Banknotes with a annual capacity of 1500 MT per annum. Outcome of this PQB and subsequent tenders will be a selection of technology partner where in the successful bidder/s will be required to transfer the technology for manufacturing of Banknote printing inks “Offset, Intaglio, Numbering and others” and guide BRBNMPL in setting up the factory at BRBNMPL, Mysuru at the price, terms and conditions as agreed through the contracts to be signed after completion of tendering process.
2. Initial tenure of the technology transfer (TT) agreement will be for a period of five years extendable for a further period of three years at the discretion of the BRBNMPL. However it shall be clearly noted that even after the tenure of such TT agreement, BRBNMPL shall continue to use the transferred process technology along with any associated process and products IPR’s for manufacture of Banknote printing inks.
3. BRBNMPL reserves the right to terminate the agreement at any time during its tenure, with 3 months’ notice without assigning any reasons.

Type of Tender (Two Bid / PQB / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	PQB
Date of Publication of PQB documents	1 <sup>st</sup> June 2016
Price of the PQB Document	Free
Closing date and time for receipt of PQB	15:00 Hrs on 18 <sup>th</sup> July 2016
Place of receipt of PQB	BRBNMPL, Bengaluru
Time and date of opening of PQB	16:00 Hrs on 18 <sup>th</sup> July 2016
Place of opening of PQB	BRBNMPL, No. 3 & 4, 1 <sup>st</sup> Stage, 1 <sup>st</sup> Phase, B.T.M Layout, Bannerghatta Road, , Bengaluru – 560 029
Nominated Person / Designation to receive bulky documents (Clause 21.1 of GIT)	Shri. S. Madhav Rao, Advisor, BRBNMPL, Bengaluru

4. Interested parties may obtain further information about this requirement from the above office. PQB documents may be downloaded from the BRBNMPL website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in) or be obtained from BRBNMPL, Bengaluru.

5. 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, for 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 table 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 BRBNMPL, 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 proposals 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.
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. Participants are required to stamp and provide their authorized signature on every page of the PQB document and supporting documents submitted.
13. The PQB documents are not transferable.

For and on behalf of BRBNMPL

(S.Madhav Rao)  
Advisor

## II. Introduction

Bharatiya Reserve Bank Note Mudran (P) Limited, a wholly owned subsidiary of Reserve Bank of India is engaged in printing of Indian Banknotes. BRBNMPL has two printing works, one press at Mysuru, Karnataka, India and the other press at Salboni, West Bengal, India installed with KBA and Komori Machineries. Currently BRBNMPL is procuring Banknote printing inks from open market and now, BRBNMPL intends to establish the necessary infrastructure and acquire the technology to manufacture printing inks for Banknote production at its manufacturing facility to be set up Mysuru. 1500 MT per annum is the targeted output of this venture. Towards this, BRBNMPL seeks the end to end technology and production process for the following:

- Assistance in selection and procurement of Manufacturing Equipment for varnish preparation, Mixing, Grinding and automatic packaging of Banknote printing inks suitable for Indian Banknote production.
- Complete Transfer of Technology, Know-how and chemical formulations for manufacturing of Banknote printing inks
- Setting up of R & D facility and access to existing R & D facility of Technology transferor for the tenure of the TT agreement
- Complete Technical assistance for manufacturing and quality control in the production of Banknote printing inks.
- This tender is an invitation for parties who possess this end to end technology to be transferred to BRBNMPL to assist the latter in setting up its own ink factory at Mysuru for manufacturing banknote printing inks.

Details of annual ink to be manufactured are as indicated below:

Sl.No	Variety	Annual Quantity Required in MT (Approximate)
1	Offset Printing Inks	180 MT
2	Intaglio Printing Inks	1300 MT
3	Numbering Printing inks	20 MT

**Requirement:** This (PQB) is floated to **shortlist the capable manufacturers of Banknote printing inks** who fulfil the qualification criteria and who are security cleared / will get security cleared by Government of India. Details of the security printing inks will be provided

to only to those who get qualified and security cleared.

**Scope:** This PQB spells out the Technology Transfer requirements for setting up ink factory at BRBNMPL, Mysuru for manufacturing banknote printing inks. The manufacturing infrastructure to be established as a part of this Technology Transfer shall cater to production of banknote printing inks with an initial capacity of 1500 MT per annum, scalable up to 3000 MT per annum. The PQB is aimed at getting proposals from potential technology providers for entering into one or multiple agreements with BRBNMPL for the following:

- Transfer of the end to end technology for the production of banknote printing inks.
- The technology transfer shall include training of BRBNMPL manpower in the efficient and bulk production of Banknote printing inks.
- Consultancy for finalizing the civil infrastructure including plans for new/existing buildings, clean rooms design, waste disposal and other required services.
- Consultancy for specifying the qualification and expertise of the technical manpower required to man this facility and render the needed assistance in recruitment of such resources within India.
- Consultancy for identifying, specifying and procuring the necessary raw materials.
- Consultancy for identifying and specifying the type of machinery, equipment and tools required for the ink production facility.
- Whenever required, guide BRBNMPL in bulk production of banknote printing inks, their formulations, quality control and research activities during the tenure of the agreement.

**Broad Specifications/Product requirements:** Setting up of ink manufacturing facility for Banknote printing inks for which the technology and production process is being sought, shall be suitable for Banknote printing process conditions generally adopted in Banknote printing machineries. Inks manufactured shall be suitable for running at 10000 SPH with appropriate ink transfer and drying capabilities. The bidder shall demonstrate this capability of production of such inks through documentary evidence.

## **Responsibilities:**

### **BRBNMPL**

#### **Responsibilities**

- Enter into technology transfer agreement with the transferor.
- Machinery procurement under the advice of the transferor (Main production machinery, testing equipment and auxiliaries).
- Provision of Manpower through internal and external recruitment.
- Procurement of necessary raw materials.
- Making available land, buildings and other infrastructure as per agreed plan.
- Supervision of installation & commissioning activities of machinery and equipment.
- Conducting the necessary technical and management reviews regarding the progress of the project.
- Providing the entire staffing requirements for the ink plant under necessary advice from the technology transferor.
- Complete operational responsibility for running of the ink plant during trials and bulk production stages.
- To Ensure that the transferred technology along with its updates is fully absorbed at the newly setup ink factory.
- Jointly trouble shooting with the transfer- in a spirit of cooperation - technical & other issues that may arise during trial and bulk production stages.

#### **Technology Transferor's Responsibilities**

- Enter into technology transfer agreement with BRBNMPL.
- Technology transfer for setting up state of the art production facility for manufacture of Banknote printing inks
- Provide all relevant technical documentation in both soft & hard copies to enable BRBNMPL to produce 1500 MT of Banknote printing inks.
- Design of the manufacturing facility either in a new building or by conversion of an existing building.

- Specifying the other support services required for the smooth running of the manufacturing plant including power, water, waste disposal, safety and any other requirements.
- Advice BRBNMPL to procure the appropriate machinery, equipment and tools and install them at the appropriate location as per approved layouts
- Train the operational staff to be identified by BRBNMPL for running the plant, testing and R&D lab, managing the raw material, handling and packing finished product and treating and disposal of industrial waste.
- To Advice BRBNMPL on procurement of appropriate raw materials during trial and bulk production phases.
- Certify the fitness of the manufacturing facility at the conclusion of trial phase.
- To bear the Warranty obligations of the end-products manufactured by the ink facility.
- Jointly trouble shooting with the transfer- in a spirit of cooperation - technical & other issues that may arise during trial and bulk production stages

#### **SCHEDULES:**

Time being the essence of this venture, the time schedule for infrastructure establishment, technology transfer, equipment selection & commissioning and successful trial production is stipulated as 12 months from the date of entering into TT agreement. Bidders shall also consider a further 3 months period as the target for process optimization, documentation of production process, QC procedures etc., such that by the end of the 15<sup>th</sup> month, bulk production phase shall begin. The bidders may submit as part of their proposal a detailed plan to achieve/ improve upon the above schedule.

## General Terms & Conditions

- i. Last Date for submission of Pre-Qualification Bid: The Pre-Qualification Bid with supporting documents must be submitted at the following address by 1500 Hrs. on 18<sup>th</sup> July 2016

The Managing Director,

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED

Regd. & Corporate office: No. 3 & 4, 1<sup>st</sup> Stage, 1<sup>st</sup> Phase, B.T.M Layout

Bannerghatta Road, Bengaluru – 560 029, Karnataka, India

Tel no: +91 80 66602000, Fax: +91 80 66602039

- ii. Before submitting PQB, parties may obtain required clarifications/queries if any, from our Office at Bengaluru.
- iii. For security reasons, the firm will be required to provide details of their representative/s who will be contacting/visiting BRBNMPL, Bengaluru.

### An outline of this Procurement Process is given below:

- i. Global PQB is floated for technology transfer to set up up ink factory for production of Banknote Printing inks and **only manufacturers of Banknote printing inks will be considered** for participation in this PQB.
- ii. Bidders are required to meet the qualification criteria and should be/will get security cleared for qualifying in this PQB.
- iii. Bidders who are qualified and security cleared in this PQB will be issued with a two part tender. During the evaluation of the PQB and/or the technical bid against the two part tender, BRBNMPL reserves the rights to inspect the facilities of the bidder to verify their claims.
- iv. Final selection of the Bidder after the tender will be based on Lowest Price (L1) determination.

### (III) Qualifying Criteria

The following are the Qualifying Criteria which must be fulfilled by the intending firms:

- i) **The Bidder should be a manufacturer of Banknote Printing Inks**
- ii) The Bidder should qualify in the qualifying parameters detailed in the table below:

<b>Qualifying Parameters</b>	<b>Criteria</b>
<b>Experience and past performance</b>	The Bidder should have manufactured and supplied in any one year during the last five years at least 450 MT of Printing ink suitable for Banknote Printing.
<b>Capability, Equipment &amp; Manufacturing facilities</b>	<ol style="list-style-type: none"><li>1. The Bidder must have an annual Capacity to Manufacture and supply at least 30% of annual requirement of the item.<ul style="list-style-type: none"><li>• The Bidder must have an annual Capacity to Manufacture and supply at least 54 MT of Offset Printing ink suitable for Banknote Printing.</li><li>• The Bidder must have an annual Capacity to Manufacture and supply at least 390 MT of Intaglio Printing ink suitable for Banknote Printing.</li><li>• The Bidder must have an annual Capacity to Manufacture and supply at least 6 MT Letterpress Numbering ink suitable for Security Printing.</li></ul></li><li>2. The Bidder should produce verifiable evidence of technical competence and security infrastructure for manufacturing of Offset Banknote Printing Ink, Intaglio Banknote Printing Ink &amp; Letterpress (Numbering) banknote printing ink.</li><li>3. The Bidder must have supplied such products to at least two countries during last five years.</li></ol>

<b>Financial Standing</b>	<ol style="list-style-type: none"> <li>1. Average annual turnover of the Bidder should be at least INR 40 Crores during the last three years.</li> <li>2. Bidder should not have suffered any financial loss for more than one financial year during the last three years</li> <li>3. The net worth of the firm should not have eroded by more than 30% in the last three financial years</li> <li>4. For bidders/companies which are restructured by Banks, the financial standing criteria as above will be completely exempted</li> </ol>
<b>Security Requirement</b>	<p>The Bidder should not be in a list of blacklisted/debarred firms from any Government Agency anywhere in the world and shall be required to submit a declaration to that effect.</p>

General Requirements:

The Bidder shall have:

- A certified and proven technology as per internationally accepted standards for Manufacturing of Banknote printing Inks.
- Approved vendor status for commercial/government Banknote printing agencies for Offset, Intaglio and Numbering Inks.
- Effectuated supplies of Banknote printing inks (Offset, Intaglio and Numbering Inks) in the Indian/International market for the last three years.
- Preferably ISO/Equivalent certification for Quality & Environment Management System.
- Willingness for end to end technology transfer and to assist BRBNMPL in setting up the manufacturing plant at BRBNMPL, Mysuru in India including the safety and environmental protocols.
- Willingness to give unrestricted rights to BRBNMPL for use of the products realized through this technology transfer for its own and other national (Indian) use in Banknote printing.
- The TT agreement shall be governed by the laws of India with jurisdiction at Indian courts.

Documents for Qualification:

- Audited financial statement of the company for the last three years.
- Technical Literature/Catalogue for related products
- Proof of certification for the Technology/Product for Banknote printing as per applicable international standards.
- Proof of supply of Banknote printing inks (Offset, Intaglio and Numbering inks) to national/ commercial Banknote printing agencies.
- Documents supporting such Projects executed.
- Proof for the satisfactory performance of the product.
- ISO/equivalent Certification for QMS, EMS, if any.
- Company Profile.
- All other supportive documents as envisaged.

**iii) OTHER REQUIREMENTS-FOR THE BIDDERS**

- a) The Bidder should provide names of the countries to which they have manufactured and supplied Banknote printing ink in the past indicating the quantities supplied annually during the last five years including supplies to their own country, if any.
- b) The Bidder should provide the quantity of Banknote printing inks (Offset, Intaglio & Letterpress Printing inks) manufactured and supplied in last five years.
- c) The Bidder should have in-house control system for controlling the quality parameters of Banknote printing inks and The Bidder should have in-house testing facilities at their plants and the details thereof should be provided.
- d) The Bidder should indicate that authorized signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract. The bid shall be legally binding on the Bidder and are required to submit the authorization letter to that effect.

- e) The Bidder should provide the details of its shareholding and details of its directors along with complete addresses of such directors and their other activities in the format enclosed as Annexure B.
- f) The Tenderer shall clearly indicate in the PQB if any patent or other proprietary rights are involved for Banknote printing ink as specified and if so whether the Tenderer has unlimited legal rights to deal with them/use them. The Tenderer shall completely indemnify and hold harmless BRBNMPL from and against any claims of infringement of any patent from any source. The abuse of patent rights either singly or resulting in cartel formation could lead to permanent disqualification of the Tenderer. BRBNMPL reserves the right to take such action as deemed fit over the same, without assigning any reason thereof.
- g) BRBNMPL will be entitled to seek additional documents / information from any Bidder at any point in time as deems fit.
- h) All the documents including balance sheet and profit and loss account should 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 their Government.
- i) The Bidder should give the complete details of the addresses, capacities and locations of their production facilities for manufacturing Banknote printing ink, with a confirmation that all such facilities are in exclusive possession and occupation of the Bidder.
- j) All experience, past performance, capacity/capability related data and other necessary declarations should be certified by the authorized signatory of the Bidder.
- k) The Bidder should be a supplier of Banknote printing ink for Government of India or any other government or any internationally recognized independent authority.
- l) The Bidder may be required to submit further documents, if mandated by the Government of India.
- m) The Bidder is required to submit a self-declaration that they are not engaging any agents for participation in this tender.

**iv) GENERAL INSTRUCTIONS FOR THE BIDDER**

- a) The Bidder should provide testimony in support of the above mentioned requirements wherever applicable failing which the application will be rejected summarily without further correspondence.
- b) Only those Bidders found eligible in the PQB who are security cleared from Government of India will be issued Tender Documents and detailed specifications.
- c) Bharatiya Reserve Bank Note Mudran (P) Ltd. (BRBNMPL), reserves the right to reject any application or cancel the tender without assigning any reason and without any intimation on national security considerations or change in ink specifications or any other ground which is beyond the control of BRBNMPL.
- d) The applications as per enclosed format, are to be submitted in a sealed cover superscribing on the top of the cover “Pre-qualification Bid for the supply of Offset, Intaglio and Numbering ink” and to be submitted to The Managing Director, Bharatiya Reserve Bank Note Mudran Private Limited, No.3 & 4, I<sup>st</sup> Stage, I<sup>st</sup> Phase, BTM Layout, Bannerghatta Road, Bengaluru-560 029, India by 1500 hrs. IST on or before 18<sup>th</sup> July 2016
- e) Applications received after the due date and time shall be summarily rejected. The responsibility to submit PQB before the due date and time rests with Bidder and BRBNMPL will not entertain any explanation/reason for late submission.
- f) BRBNMPL will not be responsible for any delay in delivery of bids.
- g) The Bidder is required to submit the “Pre contract Integrity Pact” duly filled and signed on all the pages.
- h) Bidder shall submit the following further declarations / undertakings along with tender application.
  - Undertaking not to reveal the details of the Security printing ink contained in the main tender documents to any third party.
  - An undertaking that the signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract on behalf of the bidder.
  - A declaration that the Bidder is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world.

- An undertaking that the bidder is accepting all the terms and conditions of PQB and abides by it without any counter conditions.
- The Bidder shall undertake not to supply India specific Security printing ink to any other party / country and that it will be responsible to maintain secrecy, security and exclusivity in case contract is awarded to them.
- Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
- A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.
- The Company/firm/organization undertakes not to reveal the information in the Main tender documents to any third party.
- The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. 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 project.
- Bidder shall note that the validity of security clearance of a Company would lapse, 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 changes will be intimated without any delay to BRBNMPL.
- A duly signed and stamped confidentiality statement as given below is to be furnished-  
 “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 BRBNMPL”.
- Undertaking by the Bidder that, only one bid from the Group companies has been submitted in response to the PQB.

**Note:-**

- All experience, past performance, capacity/capability related data should be certified by the authorized signatory of the bidder firm.
- Bidder to furnish stipulated documents in support of fulfilment of essential qualifying criteria.

**Submission of Pre-Qualification Bid - Timelines:**

- a) Last date & time for receipt of PQB: On or before 1500 hours (IST) on 18<sup>th</sup> July 2016.
- b) Date and time of opening PQB applications: 1600 hours (IST) on 18<sup>th</sup> July 2016
- c) In the event of any of the above mentioned dates being declared as a holiday/ closed day for BRBNMPL, the tenders will be sold / received / opened on the next working day at the appointed time.
- d) Location for submission and opening of bids:  
Bharatiya Reserve Bank Note Mudran Private Limited,  
No.3 & 4, 1<sup>st</sup> Stage, 1<sup>st</sup> Phase, BTM Layout,  
Bannerghatta Road,  
Bengaluru-560 029, Karnataka, India

**ENCLOSURES:**

- 1) Annexure A: Application Format
- 2) Annexure B: Information about the Management Personnel.
- 3) Annexure C: Pre-Contract Integrity Pact

**ANNEXURE A**

**APPLICATION FOR PRE-QUALIFICATION:**

..... dated .....

2. Name and Address of Bidder:
3. Has the Bidder been manufacturing and supplying Banknote inks during the last five years? If not specify the date from when the Bidder is in business of manufacturing and supplying of Banknote Printing Inks?
4. Quantities of Banknote Printing Inks manufactured and supplied during last five years.

Banknote Printing Inks for Banknotes only

Sl No	Year (Period)	Qty of Banknote Printing Inks to own country (in Kg)				Qty of Banknote Printing Inks supplied to other countries (in Kgs)					Total Banknote Printing Inks supplied (in Kgs)			
		O/s	Int	Nbg	Any other inks	Country	O/s	Int	Nbg	Any other inks	O/s	Int	Nbg	Any other inks
1.														
2.														
3.														
4.														
5.														
	Total													

5. The annual capacity of the Bidder to manufacture Banknote Printing Inks.
6. Evidence provided for proving the technical competence for manufacture and supply of Offset Inks / Intaglio inks /Numbering Inks/other inks.

7. Details of all manufacturing facilities with location, address, capacities and load factor (Capacity Utilisation) of the Bidder.
8. Financial Details for last three years.

<b>Sl No</b>	<b>Financial Year</b>	<b>Annual Turnover</b>	<b>Profit/Loss (in -----)</b>	<b>Net worth of the Bidder</b>	<b>Remarks</b>
1.					
2.					
3.					

- Please enclose **(i)** annual report including audited balance sheet (both standalone and consolidated, as applicable); **(ii)** profit and loss account and supporting documents for the last three years in English language.
  - 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 their government in other countries.
9. All financial details, experience, past performance and capacity/ capability related data should be personally certified by the authorized signatory of the Bidder or the Holding Company/Parent Company, as the case may be.
  10. Whether the Bidder has suffered any financial losses for more than one year during last three years?
  11. Whether the net worth of the Bidder has eroded more than 30% in the last three years?
  12. Name, address, emails and telephone numbers of the shareholders and directors of the Bidder and their other activities.
  13. Is the Bidder is owned by another company?                      Yes/No  
If yes, please furnish the details of the ultimate holding company with complete address and their activities.

14. The consolidated balance sheet enclosed, if any.
15. Details of experience/methods in quality control of various Banknote printing inks.
16. Details of Ink making machinery installed at manufacturing plants.
17. Details of control system for controlling the quality parameters of Banknote Printing Inks installed at mill.
18. Details of testing facilities available.
19. Is the Bidder accredited and approved supplier with Government of India or an internationally recognized independent authority? Please provide the details?
20. Following undertakings/declaration/details are enclosed with application.
  - Incorporation certificate, shareholding details and board composition of the Manufacturer.
  - Undertaking not to reveal the details of the Indian Banknote printing inks contained in the main tender documents to any third party.
  - Undertaking not to supply India specific Banknote printing inks to any other third party/country and that it will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
  - Declaration that signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
  - A duly signed and stamped confidentiality statement as below  
“The information(s) 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 BRBNMPL”.
  - A declaration that the Bidder is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world.

- Undertaking accepting all the terms and conditions of PQB and abiding by it without any counter conditions.
- Undertaking that the information given in the documents is correct and the Bidder is aware that in the event of any information provided found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
- A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.
- Undertaking by the Bidder that, only one bid from the Group companies has been submitted in response to the PQB.

21. The duly signed pre-contract integrity pact has been enclosed.

Signature of Authorized Person

Name

Designation

Date

Seal of the Company

## Annexure B Details of Management Personnel of the Bidder

### Proforma for Security clearance

#### Details in respect of Company/Firm (Indian/Foreign)

Sl. No.	Full name of companies and its foreign collaborator if any : including details of Board of Directors as in (ii) below	Date of registration	Present & permanent address of Head office, Regional offices and Registered office	Joint ventures with other business owned	Activities and other business owned	Name of CEOs/Partners (with details) as in (ii) below	Shareholding pattern for applicant company (and investing company, if applicable)	Details of earlier approvals, if any ref. No. & date	Ultimate ownership of shareholding companies (and the investing company if applicable) along with detailed particulars of owners as in (ii) below
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#### Foreign investee/ partner company self declaration regarding presence/ operation in China & Pakistan (if any)

#### ii. Details in respect of Directors/ Key Executives

Sl. No.	Full name of Board of Directors /executives	Present position held with date (since when)	Date of birth	Parentage	complete present & permanent address	Nationality	Passport no. and issue date, if any	Contact address and telephone number, if any
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#### iii. Details of shareholders (all firms/companies/entities to be included. Also, individuals having shareholding more than 10%.

Sl. No.	Full name of Father/mother	Date of birth	Permanent address	Complete present address	Present position held	Nationality (if hold dual nationality, both must be clearly mentioned)	% of shares held in other company (if any). The name of company & complete address may be provided
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Self declaration for company and Director(s) for whom security clearance is sought

- a. Name & details of the company :
- b. Number of Directors (please list) :
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
- c. Is the company or any of the Directors listed above, the subject of any
1. Preventive detention proceedings (PSA / NSA etc) : Yes / No
  2. Criminal proceedings : Yes / No
  3. Pending warrants : Yes / No
  4. Attachment proceeding : Yes / No
- d. If, Yes, please provide following details
1. Detention / case / FIR / warrant number :
  2. Police station and District having jurisdiction :
  3. Section of law :
  4. Name and place of court :
- e. Has the company or any of the Director ever been convicted by the court of law in India. If, so, name of court and place, PSA detention / case / FIR / warrant number and section of law. Also please attach copy of judgment.

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

ANNEXURE C: 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 on .....day of the month of ..... 2016 between on one hand, BRBNMPL through ..... BRBNMPL, Corporate Office, Bangalore on behalf of the Managing Director hereinafter called the "Transferee" 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 which expression shall mean and include unless the context otherwise requires his successors and permitted assigns of the Second Part.

WHEREAS the Transferee proposes to have agreement for Transfer of technology for setting up Ink Factory for Banknote printing inks suitable for printing of Indian Banknotes and the BIDDER is willing to offer / has offered for Transfer of technology for setting up Ink Factory for Bank Note Printing Inks 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 Transferee 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 TRANSFEREE to obtain the technology 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 TRANSFEREE 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 Transferee defines the relevant terms set forth therein as under:

- 1) “Contract” means the contract entered into between the Transferee 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 Transferee 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 Transferee 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 Transferee designed to establish bid prices at artificial, noncompetitive 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 Transferee and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Transferee of the benefits of free and open competition;
- 8) "Party" means a signatory to this agreement.
- 9) "Purchaser or Transferee" 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 Transferee**

1. The TRANSFEREE commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1 The TRANSFEREE undertakes that no official of the TRANSFEREE 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 TRANSFEREE 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 TRANSFEREES 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 TRANSFEREE with full and verifiable facts and the same is prima facie found to be correct by the TRANSFEREE, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the TRANSFEREE 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 TRANSFEREE, 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:
  - I.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 TRANSFEREE 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.
  - I.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 TRANSFEREE 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 disfavor to any person in relation to the contract or any other contract with Transferee.

- I.3. BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.
- I.4. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.
- I.5. The BIDDER further confirms and declares to the TRANSFEREE that the BIDDER is a manufacturer of Banknote printing inks 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 TRANSFEREE 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.
- I.6. 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 TRANSFEREE 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.
- I.7. 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.
- I.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- I.9. The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the TRANSFEREE 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.

I.10.The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

I.11.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 TRANSFEREE or alternatively if any relative of any serving / ex-employees of the officers of the TRANSFEREE 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 TRANSFEREE.

#### **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 Transferee 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 has committed a transgression through a violation of Section III such as to put his reliability or credibility into question, the Transferee 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 Transferee 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 Transferee'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 Transferee may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

**V. Compensation for Damages**

1. If the Transferee has disqualified the Bidder from the tender process prior to the award according to Section IV, the Transferee is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Transferee has terminated the contract according to Section IV or if the Transferee is entitled to terminate the contract according to Section III, the Transferee 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 anti-corruption 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 TRANSFEREE 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 TRANSFEREE or demand

within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the TRANSFEREE 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 TRANSFEREE 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 TRANSFEREE to forfeit the same by assigning reason for imposing sanction to violation of this Pact.
4. No interest shall be payable by the TRANSFEREE to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

#### **VIII. Sanctions for Violations**

1. 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 TRANSFEREE 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 TRANSFEREE and the TRANSFEREE 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 TRANSFEREE 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 TRANSFEREE 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 TRANSFEREE 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 TRANSFEREE resulting from such cancellation / rescission and the TRANSFEREE 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 Transferee for a minimum period of 5 years, which may be further extended at the discretion of the TRANSFEREE.
  - 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 Transferee, shall be rendered infructuous from the date of advice of violation by Transferee.
  - x) Forfeiture of Performance Bond in case of a decision by the TRANSFEREE to seek for the forfeiture for imposing sanction for violation of this Pact.
2. The TRANSFEREE 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.
3. The decision of the TRANSFEREE 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 sub-systems 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 then 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 Transferee if the contract has already been concluded.

**X. External Independent Monitor-**

**Name of the IEM: Shri. V. SANTHANA RAMAN**

**E-mail: [v.santhanaraman@gmail.com](mailto:v.santhanaraman@gmail.com)**

1. The TRANSFEREE 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 Transferee.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Tender/Contract documentation of the Transferee 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 Transferee 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 Transferee 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 Transferee 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 Transferee.
6. The Monitor will submit a written report to the Chairperson of the Board of the Transferee within 8 to 10 weeks from the date of reference or intimation to him by the 'Transferee' 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 Transferee.
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 TRANSFEREE 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 TRANSFEREE.

**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 TRANSFEREE 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 Transferee.
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 \_\_\_\_\_.

TRANSFEREE

BIDDER

Name of the Officer

“Authorised signatory of the Bidder”

Designation

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_