

**GLOBAL PRE-QUALIFICATION FOR PROCUREMENT OF COLOUR SHIFT INTAGLIO INK
(DEEP GREEN TO BLUE) FOR BANKNOTE PRODUCTION.**

Not Transferable

Security Classification: Security

**DOCUMENT FOR PRE-QUALIFICATION OF VENDORS FOR MANUFACTURING AND
SUPPLYING COLOUR SHIFT INTAGLIO INK (DEEP GREEN TO BLUE) FOR BANKNOTE
PRODUCTION**

PQB/GT/CSII/CO/08/2016-17

Dated: 10/11/2016

This PQB Document Contains 25 Pages

Document is given to:

M/s _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

(Shri. A.R.Hegde)
Deputy General Manager

For and on the behalf of
THE MANAGING DIRECTOR,
BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD,
REGD CORPORATE OFFICE ,NO.3 & 4,
1st PHASE, 1st STAGE, B.T.M LAYOUT,
BANNERGHATTA ROAD, BENGALURU
KARNATAKA
Tel No: +91 –80 66602000
Fax No: +91- 80- 66602039
Website: www.brbnmpl.co.in
Email: cobangalore@brbnmpl.co.in

I. Notice Inviting Tender (NIT)

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

PQB/GT/CSII/CO/08/2016-17

Dated: 10/11/2016

1. Sealed Pre-Qualification Bid is invited from eligible manufacturers of colour shift intaglio ink for manufacturing and supply of Colour Shift Intaglio Ink (Deep Green to Blue) 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 Intaglio Ink (Deep Green to Blue) to BRBNMPL/SPMCIL presses at the price, terms and conditions as agreed through the contracts to be signed after completion of tendering process.
2. The rate contract shall be valid initially for a period of 6 Months. Initial tenure of the agreement will be for a period of 6 months extendable for a further period of another 6 Months at the discretion of the purchaser.
3. Details of requirement are as indicated below:

Schedule	Variety	Quantity Required in MT
1	Colour Shift Intaglio Ink (Deep Green to Blue)	6 MT

* Quantities mentioned above are only to indicate the tentative volume of requirement.

4.

Type of Tender (Two Bid / PQB / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	PQB
Date of Publication of PQB documents	10/11/2016
Price of the PQB Document	Free (Downloadable from BRBNMPL website)
Closing date and time for receipt of PQB	15:00 Hrs on 12 th December 2016
Place of receipt of PQB	BRBNMPL, Bengaluru
Time and date of opening of PQB	16:00 Hrs on 12 th December 2016
Place of submission & opening of PQB	BRBNMPL, No. 3 & 4, 1 st Stage, 1 st Phase, B.T.M Layout, Bannerghatta Road, , Bengaluru – 560 029
Nominated Person / Designation to receive bulky documents (Clause 21.1 of GIT)	Shri.A.R.Hegde, 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. Participants are required to stamp and provide their authorized signature on every page of the PQB document and supporting documents submitted.
14. The PQB documents are not transferable.

For and on behalf of BRBNMPL

(A.R.Hegde)
Deputy General Manager

II. Introduction

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) is a wholly owned subsidiary of Reserve Bank of India having two printing presses one at Mysore, Karnataka & the other at Salboni, West Bengal, India for banknote production.

This PQB is issued for the procurement of Colour Shift Intaglio Ink for printing of Indian Banknotes. Outcome of this PQB and subsequent tenders will be a rate contract wherein the successful bidder/s will be required to supply Colour Shift Intaglio Ink to BRBNMPL and SPMCIL presses at price, terms and conditions as agreed through the contracts to be signed after completion of tendering process. The rate contract shall be valid initially for a period of Six months. Initial tenure of the agreement will be for a period of six months extendable for a further period of six months at the discretion of the purchaser.

This PQB is invited from the “Manufacturers of Colour Shift Intaglio printing inks”. Two-part tender will be issued only to those who are qualified in this PQB and who are/will be security cleared by Government of India. Two-part tender will be floated with appropriate specifications.

Relevant information such as Terms of Reference, Qualifying Criteria, expected contents for PQB & other General Terms & Conditions are given below:

a. Requirement:

This (PQB) is floated to shortlist the capable suppliers of Colour Shift Intaglio Ink (Deep Green to Blue) who fulfil the qualification criteria and who are/will be security cleared by Government of India. Technical Specification of the Colour Shift Intaglio inks will be provided only to those who qualify and security cleared.

b. Terms of Reference:

- i.** Provide a list in terms of available facilities and existing practices vis-a-vis choice of technology available for the manufacturing of Colour Shift Intaglio inks.
- ii.** Please provide
 - Monthly Capacity to Manufacture Colour Shift Intaglio inks
 - Indicative delivery time required for supply.

c. 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 12th December 2016.

The Managing Director,
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 80 66602000, Fax: +91 80 66602039

- ii. Before submitting application for PQB, parties may obtain required clarifications/queries if any, from our Office at Bengaluru.
- iii. Bidders are required to submit the undertakings from their key management personnel in the format enclosed in PQB as part of Annexure-B
- iv. For security reasons, the firm will be required to provide details of their representative/s who will be contacting/visiting BRBNMPL, Bengaluru.

d. Procurement Process

Following are the details of this procurement process of BRBNMPL for this requirement.

- i. Global PQB is floated for manufacturing and supply of Colour Shift Intaglio Ink for printing Indian Banknotes and only manufacturers of Colour Shift Intaglio inks will be considered for participation in this PQB.
- ii. Bidders are required to meet the qualification criteria for qualifying in this PQB.
- iii. Bidders who are qualified in this PQB and who are/will be security cleared will be issued with two-part tender. During the Two Part tender as a part of technical bid evaluation, suppliers will be required to provide samples which will be evaluated and price offer of bidders whose sample pass the evaluation only will be considered for price bid opening.
- iv. The Purchaser reserves the absolute right to split the order and place parallel contracts on one or more bidders in a manner that will be specified in the main tender.

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 Colour Shift Intaglio Printing Inks for Banknote Production.
- ii) The Bidder should qualify in the qualifying parameters detailed in the table below:

Qualifying Parameters	Criteria
Experience and past performance	<ol style="list-style-type: none"> 1. The Bidder should have manufactured and supplied at least 1.8 MT of Colour Shift Security printing inks during the last five years. 2. Bidder will be required to offer minimum of 25% of the tendered quantity to qualify in the techno commercial bid of the main tender. 3. In case of Indian manufacturer qualifying in the “Capability and Capacity Criteria” as given below, the “Experience and Past Performance criteria” (Qualifying Quantity) will be exempted subject to production of verifiable evidence to prove their capacity and capability to manufacture the Colour Shift Intaglio inks. 4. If a domestic bidder is an existing manufacturer, supplying Colour Shift Intaglio printing ink, Criteria on quantity on Past supplies as in Point No.1 will be exempted.
Capability, Equipment & Manufacturing facilities	<ol style="list-style-type: none"> 1. The Bidder must have an annual Capacity to Manufacture and supply at least 30% (1.8 MT) of annual requirement of Colour Shift Intaglio Ink for Banknote Production. 2. The Bidder should produce verifiable evidence of technical competence and security infrastructure for manufacturing of Colour Shift Intaglio Ink for Banknote Production. Supply proof of having supplied Colour Shift Intaglio Ink for Banknote Production may be provided. 3. The Bidder must have supplied Colour Shift security printing inks to at least two countries during last five years directly or through any printing establishment. 4. For domestic manufacturer – proof of supplying similar items to “at least two countries” will be relaxed to “at least one country”.

Qualifying Parameters	Criteria
Financial Standing	<ol style="list-style-type: none"> 1. Average annual turnover of the Bidder during last three years should be at least INR 44 Crores. 2. In case of Indian manufacturers, the criteria “Average annual turnover” is exempted. 3. Bidder should not have suffered any financial loss for more than one financial year during the last three years. 4. The net worth of the firm should not have eroded by more than 30% in the last three financial years. 5. In the case of bidders who are restructured by banks, financial standing criteria will be completely exempted.
Security Requirement	<p>The bidder should have necessary security infrastructure for its plant from which the supplies will be made. 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>
Reservation for Domestic manufacturers	<p>30% of the requirement for each schedule will be reserved for domestic manufacturers who qualify and who are and will be security cleared in this PQB subject to matching the L1 rate. There will not be any price preference given to domestic manufacturers.</p>

Explanatory Note for Evaluation of Financial Standing:

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.

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.

iii) OTHER REQUIREMENTS-FOR THE BIDDERS

- a) The Bidder should provide names of the countries to which they have manufactured and supplied Colour Shift Security 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 Colour Shift security printing inks manufactured and supplied in last five years.
- c) The Bidder should have in-house control system for controlling the quality parameters of Colour Shift Intaglio inks and 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 Colour Shift Intaglio 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 the Purchaser 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. The Purchaser 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 Colour Shift Intaglio ink, 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 Intaglio ink. It is clarified that the Bidder will be entitled to utilize only such of its manufacturing facilities that are owned by the bidder or are in its exclusive possession and occupation and not any other facilities.
- 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 confirm the possession of adequate material security arrangements to protect the integrity of the Colour Shift Intaglio inks and should have written security plan for their storage and accounting.
- l) The quantities may be split among the successful Bidders as will be defined in the main tender.
- m) The Bidder may be required to submit further documents, if mandated by the Government of India.
- n) 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 who are found eligible in the PQB and who are/will be 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 envelope super-scribing on the top of the envelope “Pre-qualification Bid for the manufacturing and supply of Colour Shift Intaglio Ink” and to be submitted to The Managing Director, Bharatiya Reserve Bank Note Mudran Private Limited, No.3 & 4, Ist Stage, Ist Phase, BTM Layout, Bannerghatta Road, Bengaluru-560 029, India by 1500 hrs. IST on or before 12th December 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” , as given in Annexure-C, 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 specifications etc. of the Colour Shift Intaglio 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 Colour Shift Intaglio 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 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.
 - 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 the Purchaser.
- 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”.

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.

ENCLOSURES:

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

APPLICATION FOR PRE-QUALIFICATION: SUPPLY OF COLOUR SHIFT INTAGLIO INK (DEEP GREEN TO BLUE)**PQB/GT/CSII/CO/08/2016-17 dated 10th November 2016**

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

A. Colour Shift Security Printing inks (for all documents including banknotes)

Sl No	Year (Period)	Qty of Colour Shift Security Printing Inks to own country (in Kg)	Qty of Colour Shift Security Printing Inks supplied to other countries (In Kg)		Total Colour Shift Security Printing Inks supplied (in Kg)
			Country	Quantity in KG	
1.					
2.					
	Total				

Supply proof of having supplied Colour Shift Intaglio Ink for Banknote Production to be provided.

4. The annual capacity of the Bidder to manufacture and supply Colour Shift Intaglio Ink for banknote production to be provided.
5. Evidence to be provided for proving the technical competence for manufacture and supply of Colour Shift Intaglio Ink.
6. Details of all manufacturing facilities with location, address, capacities and load factor (Capacity Utilization) of the Bidder.
7. Please specify the location/s of the manufacturing facility from where the Bidder proposes to supply Colour Shift Intaglio Inks.
8. Financial Details for last three years.

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

- a. 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.
 - 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 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 annual turnover of the Bidder during the last three years is more than as specified in Financial Standing of PQB.
11. Whether the Bidder has suffered any financial losses for more than one year during last three years?
12. Whether the net worth of the Bidder has eroded more than 30% in the last three years?
13. Name, address, emails and telephone numbers of the shareholders and directors of the Bidder and their other activities.
14. Is the Bidder owned by another company? Yes/No
If yes, please furnish the details of the ultimate holding company with complete address and their activities.
15. The consolidated balance sheet enclosed, if any.
16. Details of experience/methods in quality control of Colour Shift Intaglio inks.
17. Details of Ink making machinery installed at manufacturing plants.
18. Details of control system for controlling the quality parameters of Intaglio Inks installed at the plant.
19. Details of testing facilities available at the plant.
20. Does the Bidder have a written security plan for storage and accounting of security materials? Provide the details of material security arrangements to protect the integrity of the product.

21. Is the Bidder accredited and approved supplier with Government of India or an internationally recognized independent authority? Please provide the details?
22. Following documents/undertakings are enclosed with application.
- a. Incorporation certificate, shareholding details and board composition of the Manufacturer.
 - b. Undertaking not to reveal the specifications etc. of the colour shift intaglio ink contained in the main tender documents to any third party.
 - c. Undertaking not to supply India specific colour shift intaglio ink to any other third party/country and that it will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
 - d. Declaration that signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
 - e. 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”.
 - f. A declaration that the Bidder is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world.
 - g. Undertaking accepting all the terms and conditions of PQB and abiding by it without any counter conditions.
 - h. 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.
 - i. A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.
 - j. Undertaking by the Bidder that, only one bid from the Group (has been submitted in response to the PQB.
23. 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

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
---------	---	----------------------	--	--	-------------------------------------	---	---	--	---

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
---------	---	--	---------------	-----------	--------------------------------------	-------------	-------------------------------------	--

iii. Details of shareholders (all firms/companies/entities to be included. Also, individuals having shareholding more than 10%.

Sl. No.	Full name	Parentage 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
---------	-----------	--------------------------	---------------	-------------------	--------------------------	-----------------------	--	--

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

a. Name and 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 onday of the month of 2016 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 Intaglio Inks suitable for printing of Indian Banknotes and the BIDDER / SELLER is willing to offer / has offered to supply Colour Shift Intaglio 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 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, 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 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.

- 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 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 disfavor to any person in relation to the contract or any other contract with buyer.
- 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 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.
- 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 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.
- 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 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.
- 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 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 has 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

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 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.
2. 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.
 3. 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 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 Buyer 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

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
Designation

“Authorized signatory of the Bidder”

Witness

Witness

1. _____

1. _____

2. _____

2. _____