

# PRE-QUALIFICATION BID

Not Transferable  
Security Classification: Security



बैंक नोट पेपर मिल इण्डिया प्रा. लिमिटेड  
BANK NOTE PAPER MILL INDIA PVT LIMITED

JV of SPMCIL - A Govt. of India Enterprises & BRBNMPL - A Subsidiary of RBI

## PRE-QUALIFICATION BID FOR PROCUREMENT OF 3MM COLOURSHIFT MAGNETIC SECURITY THREAD FOR INDIAN BANKNOTE PAPER PRODUCTION

This tender document contains 33 pages

Pre-qualification Bid No.	BNPM/PQB/78/2023-24 Dated 15.05.2023
PQB issuing date	15.05.2023
Due date & time for bid submission	15:00 Hrs. on 29.06.2023
Mode of bid submission	OFFLINE (THROUGH SEALED MODE)

Registered & Corporate Office:  
Administrative Building,  
Gate 1, Paper Mill Compound,  
Note Mudran Nagar, Mysuru – 570 003.  
Telephone No. 0821 – 2401 111.

E-mail: [scm.tender@bnpmindia.com](mailto:scm.tender@bnpmindia.com)

Website: [www.bnpmindia.com](http://www.bnpmindia.com)



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## SECTION I – NOTICE INVITING TENDER

1. Sealed Pre-Qualification Bid's (PQBs) are invited from eligible and resourceful **local (domestic) manufacturers of colour shift magnetic security thread having manufacturing facility in India** for supply of 3mm colour shift magnetic security thread to BNPMIPL as indicated in the table given below for manufacturing of Indian Banknote paper. Outcome of this PQB and subsequent tender will be a rate contract (agreement) wherein the successful bidder(s) will be required to supply 3mm colour shift magnetic security thread to BNPMIPL, Mysuru at the price, terms and conditions as agreed through the contracts to be signed after completion of tendering process.
2. Tenure of the agreement will be for a period of **1 year** or introduction of new security features whichever is earlier and extendable at the discretion of the purchaser for further **two years** on **yearly renewal basis** subject to review for satisfactory performance with respect to quality and supply.
3. Details of requirement are as indicated below:

Schedule	Description	Approximate quantity*
1	Manufacturing and supply of 3mm colour shift magnetic security thread for Indian Banknote.	4,12,250 Km (The quantity is tentative)
*Quantity mentioned in above table is only tentative and may increase/decrease to any extent.		

4.

Type of Tender (Two Bid / PQB / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	PQB
Date of Publication of PQB documents	15.05.2023
Price of the PQB Document	Free (Downloadable from BNPMIPL website <a href="http://www.bnpmindia.com">www.bnpmindia.com</a> )
Closing date and time for receipt of PQB	15:00 Hrs. on 29.06.2023
Place of receipt of PQB	BNPMIPL, Mysuru
Time and date of opening of PQB	16:00 Hrs. on 29.06.2023
Place of submission & opening of PQB	Bank Note Paper Mill India Private Limited, Regd. and Corporate Office, Administrative Building, Gate1, Paper Mill Compound, Note Mudran Nagar, Mysuru, Karnataka, India.
Nominated Person / Designation to receive bulky documents	1 . Shri Bhartendra Pratap Singh, Assistant General Manager, BNPMIPL, Mysuru.  2. Ms. Shiva Sharma, Manager, BNPMIPL, Mysuru.

5. The Interested parties may obtain further information about this requirement from the above office. PQB documents may also be downloaded from the BNPMIPL website: [www.bnpmindia.com](http://www.bnpmindia.com) or be obtained from BNPMIPL, Mysuru.
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



## SECTION I – NOTICE INVITING TENDER

specified or same may be handed over in person to BNPM official on or before the closing date and time indicated in the Para 4 above, failing which their application for PQB will be treated as late and rejected.

7. In event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the PQB document will be opened on the next working day at the appointed time.
8. BNPMIPL 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.
9. BNPMIPL reserves the right to accept/reject/cancel any or all PQB documents without assigning any reason thereof. BNPMIPL also reserves the right to accept the PQB in whole or part. Incomplete documents (or) 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. Participants are required to stamp and provide their authorized signature on every page of the PQB documents and all the supporting documents submitted.
12. The PQB documents are not transferable.
13. No counter conditions shall be accepted
14. Integrity Pact (IP) is applicable to this PQB. Bidders must submit the signed IP along with tender documents.
15. The changes/Amendment to this document will be updated in company's website ([www.bnpmindia.com](http://www.bnpmindia.com)) only.
16. If bidder wishes to attend the opening of PQB, bidder firm may depute their representative along with "*Letter of authority for attending a bid opening*" as provided in **SECTION – IX**.

For and on behalf of BNPMIPL

-sd/-

(Bhartendra Pratap Singh)  
Assistant General Manager



## SECTION II – INSTRUCTIONS FOR BIDDERS

1. Sealed Pre-qualification Bid's (PQB's) are invited from eligible and resourceful local (domestic) manufacturers of colour shift magnetic security thread having manufacturing facility in India for supply of 3mm colour shift magnetic security thread to BNPMIPL (hereinafter called as "Purchaser") as indicated in the table given below for manufacturing of Indian Banknote paper. Eligibility criteria is stipulated in **SECTION – IV**. Bidders who qualify this PQB will be further eligible for issue of tender forms and to participate in the tendering process, **subject to having valid security clearance as on date of issue of tender**. Manufacturers including those under patent license, joint venture technical collaboration, licensee arrangement etc. (hereinafter called Bidder), are eligible to apply or take part in the bid.

Sch No	Description	Unit	Type of Supply	Approximate quantity	Supply Location
1	Manufacturing and supply of 3mm colour shift magnetic security thread for Indian Banknote.	Km	Rate contract	4,12,250 Km. (The quantity is tentative)	BNPMIPL, Mysuru

2. Bidder shall note that, in the case of multiple supplier scenario, purchaser reserves the right to place order on a split clause/parallel contract basis. Exact ratio for the split /parallel contract will be indicated in the tender that will follow this PQB.
3. The Bidder shall qualify the criteria as stipulated in this PQB under **SECTION – IV**,
  - i. Experience & Past Performance.
  - ii. Capability, Equipment & Manufacturing facilities.
  - iii. Financial standing and
  - iv. Security requirement.

A compliance statement is required to be furnished by the bidder as per **SECTION – VII**.

#### 4. OTHER REQUIREMENTS:

- i. The Bidder shall furnish names of the countries for which they have manufactured and supplied Colour Shift Magnetic Security Thread, in the past, specifying the quantities supplied annually in the last five years, including supplies to Indian Banknote manufacturers.
- ii. The bidder shall give an undertaking that they will supply the security thread under this PQB only to the parties notified by the PURCHASER.
- iii. As on PQB issuing date, the Bidder shall have in-house facility and other machinery installed at their facilities for manufacturing Colour Shift Magnetic Security Thread and should furnish complete details thereof.
- iv. The Bidder shall indicate that the authorized signatory is competent and legally authorized to submit the PQB. In support of this, bidder shall submit Power of Attorney on Rs. 200/- stamp paper duly notarised/ Board Resolution or any other document, as applicable.
- v. The Bidder shall undertake not to reveal the specifications and other details of the Colour Shift Magnetic Security Thread contained in the PQB and main tender documents to any third party without prior approval of BNPM.



## SECTION II – INSTRUCTIONS FOR BIDDERS

- vi. The Bidder shall undertake not to supply India specific Colour Shift Magnetic Security Thread to any third party/ country and the Bidder will be responsible for maintaining secrecy, security and exclusivity, during the currency and even after the termination of the contract.
- vii. The Bidder shall provide a copy of incorporation certificate of their firm issued by the local authorities for carrying out the business.
- viii. The Bidder shall provide the details of its shareholding pattern and details of the directors along with their complete addresses and their other activities. If the Bidder is owned by another company, similar details of such company shall also be furnished. Details shall be furnished in the format as at **SECTION – V**.
- ix. The Purchaser shall be entitled to seek additional documents / information from any Bidder at any point of time.
- x. The Bid and all requisite documents including balance sheet and statement of profit and loss including notes to accounts shall be submitted in English language, duly certified by Chartered Accountant (CA) in India.
- xi. The Bidder shall disclose details of all pending/ongoing litigations, disputes, arbitrations, awards against them by Judicial/Statutory authorities having bearing on the financials of the Bidder, along with the likely quantum of liability in terms of INR.

After floating the PQB/ tender, in case of receipt of any report/ instance/ investigation by a sovereign / statutory authority or an investigative agency, against the entity or any of its directors, executives, partners, proprietor etc. in the past on grounds of any malpractices like bribery/ fiduciary misconduct etc.; details thereof shall be sought from the bidder. The details may include the extent of charges, stages of investigation, award of penalty etc.

- a) In case of any ongoing investigation and / or charges pending investigation, BNPM will forward details to MOF/GOI (who may get the requisite information/ clearance from MHA, GOI). BNPM may, however, continue with the tendering/ procurement process unless advised by GOI to the contrary. Upon receipt of response from GOI (like denial of security clearance, etc.), immediate action shall be taken accordingly, which may include elimination of the bidder from the bidding process, termination of contract etc.
- b) In case BNPM comes to know that the investigation is complete and the company/ persons associated with the charge have been penalised, GOI will be informed and the tendering process to be continued eliminating that bidder from the process pending a decision/ appropriate action by GOI in terms of the extant rules and regulations like CVC guidelines, GFR 2017 (rule 151) etc.
- xii. The Bidder shall furnish complete details of the addresses, capacities and locations of their production facilities for Colour Shift Magnetic Security Thread 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 Magnetic Security Thread to the Purchaser. Further, if any of these facilities are owned by the Bidder, this should be separately indicated along with details of these facilities. The Bidder will be allowed to utilize such of its manufacturing facilities that are in its exclusive possession and occupation and not any other facility for manufacturing Colour Shift Magnetic Security Thread.



## SECTION II – INSTRUCTIONS FOR BIDDERS

- xiii. Experience, past performance, capacity/capability related data and other necessary declarations should be certified by the authorized signatory of the Bidder.
- xiv. The Bidder shall confirm the possession of adequate material security arrangements to protect the integrity of the Colour Shift Magnetic Security Thread and should have a written security plan for their storage and accounting.
- xv. The Bidder shall agree to supply Colour Shift Magnetic Security Thread for Indian Bank Note paper Manufacturers across the world, if required and as per the instructions of BNPM.
- xvi. The Bidder shall enclose a confidentiality statement duly signed by their authorized signatories and stamped as below along with the bid:

“The information contained in the PQB document will not, in whole or in part be reproduced, transferred to other documents / electronic media or disclosed to others without written consent of the Purchaser”.
- xvii. The Bidder shall clearly indicate in the PQB, if any patent or other proprietary rights (product / process or both) are involved for Colour Shift Magnetic Security Thread offered as specified and if so whether the Bidder has unlimited legal rights to deal with them/use them. The Bidder shall completely indemnify and hold harmless the Purchaser from and against any claim of infringement of any patent from any source. The abuse of patent rights resulting in cartel formation shall lead to permanent disqualification of the Bidder. The Purchaser reserves the right to take such action as deemed fit, without assigning any reason thereof. In case the Bidder is manufacturing the Colour Shift Magnetic Security Thread by holding the license from the patent holder, such license shall be valid till currency of the contract and for the period of further extension of the contract, if any.
- xviii. The Bidder is required to submit a self-declaration that they are not engaging any agent for participation in the bidding/procurement process. Contracts for procurement of Colour Shift Magnetic Security Thread will not be awarded to companies employing agents.
- xix. Operations of the Bidder in Pakistan or China, if any, should be suitably firewalled from the contract / Operations with India. The Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China, in any capacity, will be engaged by the Company for this procurement process. No Pakistani/ Chinese national or person of Pakistani/ Chinese origin should be engaged by the company for the project. The company should not post an employee who worked in India operations in Pakistan or China. If the entity is found indulging in acts inimical or prejudicial to India’s national security, the contract/ tender is liable to be terminated.
- xx. Bidder shall note to inform if there is any change in Board of Directors/Key personnel and in ultimate beneficial ownership of 10% and above. The Bidder is, therefore, required to submit an undertaking that any such change will be intimated without any delay to the Purchaser. Bidder has to inform regarding any changes in management control or ownership pattern of the company / operator (s)/ executing the project.

Further, bidder will give undertaking that “if GOI/MHA does not clear the new director (s) from the security angle, the firm shall be obliged to remove that director immediately from the Board, failing which, the procuring agency would reserve the right to forthwith terminate the contract with the firm. Further, the firm/bidder must give commitment to





## SECTION II – INSTRUCTIONS FOR BIDDERS

compensate the buyer for loss, if any, on account of director(s) who does not secure a security clearance from GOI/MHA and due to any termination of the contract on this account.”

### 5. GENERAL INSTRUCTIONS FOR THE BIDDER:

- i. The Bidder shall provide testimony in support of the above mentioned requirements, wherever applicable, failing which the bid will be rejected summarily without further correspondence.
- ii. Only the Bidders found eligible in the PQB and having valid security clearance as on date of issue of tender will be issued Tender Documents and detailed specifications. On successful bidding in the final tender, the Bidders are required to enter into a rate contract with the Purchaser or any other agencies that will be notified by the Purchaser.
- iii. All expenses incurred by the Bidder for submission of the PQB shall be borne by the Bidder.
- iv. Bidder will provide facilities/documents to purchaser’s inspecting officer for assessing his capacity and security organisation/set up as well as technology, if desired. BNPM, reserve the right to inspect the works / facility of the bidder.
- v. The Purchaser reserves the right to modify, the PQB document by amendment (s) before the date of submission of Bids. Such amendment (s) shall be published only on the website of the Purchaser.
- vi. Bidders shall not have any conflict of interest. Bidders found to have conflict of interest shall be liable for disqualification. The Bidders may be considered by the Purchaser, to have conflict of interest with one or more entities in the PQB process under the following circumstances:
  - a) The Bidders have controlling partners in common; or
  - b) The Bidders receive or have received any direct or indirect subsidy from any of them; or
  - c) The Bidders have the same legal representative for purpose of this PQB; or
  - d) The Bidders have relationship with each other, directly or through common third parties, that puts the Bidders in a position to access information about or influence the prequalification of another Bidder, or influence the decisions of the Purchaser regarding this PQB.
- vii. The Purchaser reserves the right to reject any Bid or cancel the tender in whole or in part, at any stage of the procurement process, without assigning any reason and without any intimation, or on national security consideration or any other ground.
- viii. The bid (in properly bound manner, without any loose sheets), as per the enclosed format (**SECTION – III**), is to be submitted in a sealed cover super scribing on the top of the cover “PREQUALIFICATION BID DOCUMENT FOR SUPPLY OF 3MM COLOUR SHIFT MAGNETIC SECURITY THREAD TO BNPM. PQB NO. BNPM/PQB/78/2023-24 dated 15.05.2023.”
- ix. Incomplete Bids or Bids not conforming to the requirements are liable for rejection. In the absence of authentication of the information submitted by the authorized signatory, the bids are likely to be rejected.
- x. Bids received after due date and time shall be summarily rejected. The responsibility to submit PQB within due date and time rests with the Bidder.
- xi. The Purchaser will not be responsible for any delay in submission of Bids.
- xii. The Bidder is required to submit the “Pre contract Integrity Pact” duly filled and signed on





## SECTION II – INSTRUCTIONS FOR BIDDERS

all the pages. Any Bid submitted without the pact will be summarily rejected. The format of the Integrity Pact is attached as **SECTION – VI**.

- xiii. The Integrity Pact shall be executed on Rs. 200/- Non-Judicial Stamp Paper as per The Karnataka Stamp Act, 1957.
- xiv. The agreement or Power of Attorney shall either be: (i) notarised or (ii) be attested by authorized official. The Power of Attorney shall also be stamped as per the Indian Stamp Act, 1899.
- xv. The Bidder is required to submit the undertaking that “the information given in the documents is correct and the Bidder is aware that if any information provided is found to be false at a later stage, the Purchaser reserves the right to reject/ disqualify/blacklist the Bidder at any stage of the tendering process without assigning any reason. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- xvi. All documents submitted to Purchaser shall become the property of the Purchaser and the Purchaser shall not return the same to the bidders.
- xvii. This PQBN is subject to Indian Law. The place of performance and jurisdiction is the seat of the PURCHASER, i.e., Mysuru, India.



### SECTION III – APPLICATION FOR PRE-QUALIFICATION

**PQB NO. : BNPM/PQB/78/2023-24 dated 15.05.2023**

**1. Name and Address of the Bidder:**

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.....  
.....  
.....

**2. Has the Bidder been manufacturing and supplying Colour Shift Magnetic Security Thread for the last five years period ending on 30.04.2023?**

Yes / No

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

**3. The established/installed capacity, production capacity & spare capacity (for BNPM) of the bidder firm to manufacture and supply colourshift magnetic security thread:**

- a. Established/Installed Capacity (of quoted product): .....
- b. Production Capacity (of quoted product): .....
- c. Spare Capacity (of quoted product for BNPM under this PQB): .....

**4. Details of Colour Shift Magnetic Security Thread manufactured and supplied during the last 5 years:**

S No	Year	Quantity of Colour Shift Magnetic Security Thread supplied in India	Quantity of Colour Shift Magnetic Security Thread supplied to <b>other countries</b>		Total Quantity of Colour Shift Magnetic Security Thread supplied
		Km.	Name of Country	Km.	Km.
1.	2023 (Up to April)				
2.	2022				
3.	2021				
4.	2020				
5.	2019				
6.	2018 (May onwards)				
	Total				

**5. Whether the Colour shift magnetic security thread offered is exclusive & unique to India:**

Yes/ No



### SECTION III – APPLICATION FOR PRE-QUALIFICATION

6. The annual capacity of the Bidder to manufacture and supply Colour shift magnetic security thread in Km. as indicated in **SECTION – IV** under the category “Capability, Equipment and Manufacturing Facilities”.
7. Evidence as detailed in **SECTION – IV** for proving the technical competence as explained in “Capacity, Equipment and Manufacturing Facilities”, as under:
  - a. Experience & Past Performance.
  - b. Capability, Equipment & Manufacturing Facilities.
  - c. Financial Standing and
  - d. Security Requirement.
8. Details of all manufacturing facilities with location, address, capacities and load factor of the Bidder.
9. Details specifying the location/s of the manufacturing facility from where the Bidder proposes to manufacture Colour shift magnetic security thread. Further, if any of these manufacturing facilities are owned by the Bidder, the same should be separately indicated along with the details of such facilities.
10. Financial Details for last three years:

Sl. No	Financial Year	Annual Turnover	Profit/Loss	Net worth	Remarks
1.	2021-22				
2.	2020-21				
3.	2019-20				

- a. Enclose financial statement including audited balance sheet and profit & loss statement including notes to accounts and other supporting documents for the last three years in English language.
  - b. All financial standing data should be certified by Chartered Accountant (CA) in India.
11. Details of all pending /ongoing litigations, disputes, arbitrations, awards against them by Judicial/Statutory authorities having bearing on the financials of the Bidder, along with the likely quantum of liability in terms of home currency of the bidder.
12. Details of all pending /ongoing inquiries against them by SPMCIL/BRBNMPL/BNPM/Central Government.
13. Whether all financial details, experience, past performance and capacity/ capability related data is personally certified by the authorized signatory of the Bidder?

Yes / No
14. Whether annual turnover of the Bidder during the last three years is less than as specified in the Financial Standing of PQB?

Yes / No



### SECTION III – APPLICATION FOR PRE-QUALIFICATION

15. Whether the net worth of the Bidder was positive as on 31.03.2022 and not eroded by more than 30% in the last three years?

Yes / No

16. Whether a compliance statement has been furnished as per **SECTION – VII?**

Yes / No

17. Name, address, emails and telephone numbers of the shareholders and directors of the Bidder and their other activities.

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.....  
  
.....  
.....

18. Whether Application Proforma for Security Clearance of the bidder is submitted as per **SECTION – V?**

Yes/ No

19. Is the Bidder owned by another company?

Yes/ No

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

Details of ultimate beneficiary.....

20. Details of machineries for manufacture of Colour shift magnetic security thread, whether enclosed. [Details may be provided as annexure, if required]

a. Name of machine utilized for supply of tendered product: .....

b. No of machines utilized for production: .....

c. Capacity of each machine: .....

Yes/ No

21. Details of control system for controlling the quality parameters of Colour shift magnetic security thread, whether enclosed.

Yes/ No

22. Details of testing facilities available at the manufacturing facilities, whether enclosed.

Yes/ No

23. Does the Bidder have a written security plan for storage and accounting of Security materials?

Yes/ No

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

24. Is the Bidder an existing supplier to Indian Banknote paper manufacturers?

Yes/ No

Details to be provided.



### SECTION III – APPLICATION FOR PRE-QUALIFICATION

25. Whether any patent or other proprietary rights (product / process or both) are involved for the Colour shift magnetic security thread offered as specified and if yes, whether the Bidder has unlimited legal rights to deal with them/use them?

Yes/ No

If declared yes, indicate the name and details of the patent and the patent holder.

Name of Patent : .....

Name of Patent Holder : .....

Date of issuance of Patent : .....

Validity of the Patent : .....

Bidder, who owns exclusive License, from the Patent holder (Licensor), the PAC will have to be in the name of the bidder, and the bidder must be indemnified by the Patentee, so that the bidder can, in return, indemnify the tenderer.

26. Copies of Incorporation Certificate, details of shareholding and board composition of the Bidder whether enclosed.

Yes/ No

27. Whether the duly signed and stamped Pre-Contract Integrity Pact (Annexure- IV) is enclosed?

Yes/ No

Signature of Authorized Person Name & Designation

Date

Name and Seal of the Company



## SECTION IV – ELIGIBILITY CRITERIA

Apart from meeting the criteria mentioned in below table, bidders are required to meet the eligibility criteria for Security Requirement:

S No	Qualifying parameters	Eligibility Criteria	Documents required in support of eligibility criteria
1.	General	a) Bidder* (Individual/ firm/ company/ corporate / LLP / HUF / limited company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.  *Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)	Company's registration / Certificate of incorporation / Partnership Deed / Any other registration certificate (as applicable)  Sealed & Signed Annexure–A on company's letter head.
		b) Bidder should have valid GST registration certificate.	Copy of GST certificate
		c) Bidder should have valid PAN card.	Copy of PAN card
		d) As on the date of submission of bid against this PQB, bidder should not be in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/ Central Government for participating in its tenders and the Bidder shall be required to submit the declaration to that effect.	Declaration as per Annexure –B on company's letter head duly Signed & with company seal to be submitted
2.	Experience & Past Performance	The minimum quantity of any colourshift magnetic security thread that should have been manufactured and supplied in any one year during the last five years ending on 30.04.2023 is <b>61,900 Km.</b>	a) Copy of Purchase order / Agreement / Contract. b) Copy of Invoice c) Any other document such as LR/AWB/Bill of Lading etc. evidencing supply of material.



## SECTION IV – ELIGIBILITY CRITERIA

3.	<b>Capability, Equipment and Manufacturing facilities</b>	<p>The bidder must have an annual capacity to manufacture and supply <b>the minimum quantity</b> of colourshift magnetic security thread as specified in <b>S No. 2 of Section IV</b> and shall undertake to increase the capacity for supply of entire annual requirement within six months' period from the date of notification of award of contract. The bidder should provide verifiable evidence that they have the capability to manufacture and supply colour shift magnetic security thread.</p> <p>Bidder shall specify his established capacity to manufacture similar security thread in Km/annum in point (3) of <b>Section III</b>.</p> <p>BNPM reserves the right to visit bidder's factory at PQB stage, to ascertain the bidder's manufacturing capability &amp; quality control methodology as part of evaluation.</p>	<p>a) Copy of Purchase order / Agreement / Contract.</p> <p>b) Copy of Invoice.</p> <p>c) Any other document such as LR etc. evidencing supply of material.</p>
4.	<b>Financial Standing</b>	<p>a. The minimum average annual turnover of the bidder during the last three years ending 31.03.2022 should be <b>Rs. 21.67 Crore</b>.</p> <p>b. Net worth of bidder should not be in negative as on 31.03.2022 and should not have eroded* by more than 30% in the last three years period ending 31.03.2022.</p> <p>(*Erosion shall be considered only on account of reported loss in the statement of P&amp;L account, which has led to reduction in capital.)</p>	<p>Audited balance sheet and profit &amp; loss statement for FY 2021-22, 2020-21 and 2019-20.</p> <p>All financial standing data (including all extract pages) should be certified by Chartered Accounts (CA) in India.</p> <p>(For the purpose of qualifying the Financial Standing Criteria, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership. <b>Annexure - C</b> is to be submitted)</p>
<b>Note:</b> All relevant documents should be certified by the authorized signatory of the bidder firm.			

BNPM reserves the right to verify all credentials submitted by bidders towards eligibility criteria.





## SECTION IV – ELIGIBILITY CRITERIA

- I) \*Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade).
- II) “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- III) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An India (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (iii) above will be as under:-
- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.
- Further explanation:
- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
  - b) “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



#### SECTION IV – ELIGIBILITY CRITERIA

- V) An agent is a person employed to do any act for any another, or to represent another in dealings with third person.
- VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.
- VIII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.
- IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

-----  
Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

We ..... (Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

Authorized Signature with stamp & date



## SECTION IV – ELIGIBILITY CRITERIA

### ANNEXURE -A

**PQB NO.: BNPM/PQB/78/2023-24 dated 15.05.2023**

**(To be submitted on the letterhead)**

### **DECLARATION**

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

I, the undersigned, declare that the item ..... originate in ..... (Name of the country).

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----



## SECTION IV – ELIGIBILITY CRITERIA

### ANNEXURE -B

**PQB NO.: BNPM/PQB/78/2023-24 dated 15.05.2023**

**(To be submitted on the letterhead)**

### **DECLARATION**

We do hereby declare that,

As on the date of submission of bid against this PQB, we are not in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/ Central Government, for participating in its tenders.

Further, we agree, in case we get blacklisted/ banned/ debarred by SPMCIL/ BRBNMPL/ BNPMIPL/ Central Government, any time prior to finalization of PQB/ tender/ contract, our bid shall not be considered for further evaluation/ award of order.

In case, at any time the information furnished is found to be false, you may disqualify/ debar me/ us as deemed fit.

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----



## SECTION IV – ELIGIBILITY CRITERIA

### ANNEXURE -C

**PQB NO.: BNPM/PQB/78/2023-24 dated 15.05.2023**

**(To be submitted on the letterhead of Holding Company)**

Dear Sir,

Undertaking to provide financial support to our wholly owned subsidiary

We, \_\_\_\_\_ agree to provide financial support to our wholly owned subsidiary, \_\_\_\_\_ ("Bidder"), who is participating in the PQB tender floated by you bearing no. BNPM/PQB/78/2023-24 dated 15.05.2023 for the supply of 3mm colour shift magnetic security thread ("PQB Tender").

We confirm and undertake that our financial standing credentials can be clubbed with that of the Bidder in order to enable it to qualify the financial standing criteria stipulated in the Tender documents. We enclose the necessary documents to enable you to assess and confirm our financial standing.

We further agree and undertake to furnish a suitable performance bank guarantee (as per the format which will be provided to at the time of tendering) to BNPM for an amount equal to 10% (ten percent) of the total value of the contract within twenty-one days after the issue of notification of award/supplier order by BNPM and indemnify you and hold you harmless in the event the Bidder fails to perform its obligations under the Tender.

We, hereby, undertake to make available to the Bidder the required financial resources to enable compliance by the Bidder with the Tender and the contract that may be awarded pursuant to the bid, if successful.

Signature \_\_\_\_\_

Name-----

Designation-----

Enclosures: -

1. Copy(s) of our Certificate of Incorporation and that of the Bidder;
2. Copy(s) of Form MGT-7 (i.e. Annual Return) filed by us and the Bidder for the latest financial year;
3. Copy of our Permanent Account Number Card;
4. Copy(s) of our Consolidated Financial Statement for the last three financial years.
5. Copy of share holders' agreement, if any
6. Memorandum and Articles of Association /Partnership deed of the bidding entity.



## SECTION V – APPLICATION PROFORMA FOR SECURITY CLEARANCE

### **Application Proforma for Security Clearance (Currency)**

**I. Details in respect of Applicant Company:**

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

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

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

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

Sl. No	Full Names of Directors in BoD of the applicant company	Present position held and since when(date)	Date of Birth	Parentage (Father/ mother name)	Present & Permanent Address	Nationality	Passport No. and date of issue, if any	Contact Address & Telephone number



## SECTION V – APPLICATION PROFORMA FOR SECURITY CLEARANCE

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

Sl. No	Full Name of Individual/ company	Parentage (Name of Father / Mother) in case of individuals and beneficial owner in case of companies	Date of Birth in case of individuals and registration number in case of companies	Permanent Address/ present address in case of individuals , and registered office and correspondence address in case of companies	Present Address	Present Position Held, in any, in the applicant company	Nationality, in case of individual ( if holding dual nationality, both must be clearly mentioned)/ country of registration (in case of company)	% of shares held in the Company

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

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





## SECTION V – APPLICATION PROFORMA FOR SECURITY CLEARANCE

- V. (B.) Ownership structure chart depicting the link between applicant Company and ultimate beneficial owner/ company/ organisation.
- VI. Self- declaration regarding presence / operation in China / Pakistan (if any) as below:
- (i) Whether the applicant company or its parent company (ultimate beneficial owner) or associates companies or subsidiary companies/ holding companies are having presence/ operation or supplied / supplying products/ services related to currency/ passport in China/ Pakistan? **Yes/ No**
  - (ii) If yes, following detail may be provided:
    - 1. Name and address of the company (s) having operation in China / Pakistan.
    - 2. Details of its establishment in Pakistan/ China.
    - 3. Details of its business activities being carried out in Pakistan/ China including the past business relation of last five years.
    - 4. Description of products/ services.
    - 5. Any collaboration or technical tie-up with a company or organization in China/ Pakistan, details, if any.
- VII. Details of criminal cases, if any, against the Company / Director (s) as per annexure.
- VIII. Whether the applicant company has been blacklisted/ fined/ debarred for its business operations in currency sector by any Government agency in India and abroad in last five years. If yes, provide details.
- IX. Self-declaration by the applicant company:
- a. I hereby undertake that any of the product (s)/ service (s) offered to India, have not been sourced from Pakistan/ China.
  - b. I hereby undertake to source items to be supplied to India from security cleared firms only (this is applicable for all items requiring security clearance).

(Signature)

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



## SECTION V – APPLICATION PROFORMA FOR SECURITY CLEARANCE

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

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

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



## SECTION VI – INTEGRITY PACT

### PRO-FORMA OF THE PRE-CONTRACT INTEGRITY PACT (To be submitted on Rs. 200/- Non-Judicial Stamp Paper)

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month of ..... 2023 between on one hand, Bank Note Paper Mill India Private Limited (BNPMIPL), Corporate Office, Mysore 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 3mm colour shift magnetic security thread for manufacturing bank note paper and the BIDDER / SELLER is willing to offer / has offered to supply 3mm. colour shift magnetic security thread suitable for manufacturing of Indian banknote paper

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:**

##### **1. Commitments of the PURCHASER**

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

- 1.1** No employee of the PURCHASER, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for, or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.2** The PURCHASER will during the tender process treat all BIDDER(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential



## SECTION VI – INTEGRITY PACT

/additional information through which the BIDDER(s) could obtain an advantage in relation to the tender process or the contract execution.

**1.3** The PURCHASER will exclude from the process all known prejudiced persons.

- a. If the PURCHASER obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will initiate necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings.

### **2. Commitments of BIDDERS**

**2.1** The BIDDER commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The BIDDER will not enter with other BIDDERS into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The BIDDER will not commit any offence under the relevant IPC/PC Act, further the BIDDER will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The BIDDER of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the BIDDER of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- (e) The BIDDER will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) A person signing Integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter

**2.2** The BIDDER(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



**3. Disqualification from tender process and exclusion from future contracts:**

If the BIDDER, before award or during execution has committed a transgression through a violation of Section 2, above or in any other firms such as to put his reliability or credibility in question, the PURCHASER is entitled to disqualify the bidder from the tender process or to take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

**4. Compensation for damages:**

1. If the PURCHASER has disqualified the BIDDER from the tender process prior to the award according to Section 3, the PURCHASER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bids Security.
2. If the PURCHASER, has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminate the contract according to Section 3, the PURCHASER shall be entitled to demand and recover from the contractor Liquidated damages of the contract value or the amount equivalent Performance Bank Guarantee.

**5. Previous Transgression:**

1. The BIDDER declares that no previous transgressions occurred in the last three years in any other company in any country confirming to the anti-corruption approach or any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the BIDDER makes in correct statement on this subject, he can be disqualified from the tender process or action can be taken.

**6. Equal treatment of all BIDDERS:**

1. The BIDDER undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the PURCHASER before contract signing.
2. The PURCHASER will enter into agreements with identical conditions as this one with all BIDDERS.
3. The PURCHASER will disqualify from the tender process all BIDDERS who do not sign this Pact or violate this provisions.

**7. Criminal charges against violating BIDDER:**

If the PURCHASER obtains knowledge of conduct of a BIDDER or of an employee or a representative or an associate of a BIDDER/ contractor/sub vendor which constitutes corruption, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will inform the same to the Chief Vigilance Officer of the company/ Managing Director of the Company.

**8. Independent external monitor/monitors:**

1. The PURCHASER has appointed independent external monitor for this pact as per below details:



## SECTION VI – INTEGRITY PACT

Name: Shri Salil Kumar Jha

Email id: [skjha\\_lck@rediffmail.com](mailto:skjha_lck@rediffmail.com)

The task of the monitor is to review independently and objectively, whether and to what extent the parties compliant with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his function neutrally and independently and report to MD.
3. The BIDDER accepts that the Monitor has right to access without restriction to all project documentation of the PURCHASER including provided by the contractors. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, un restricted and un conditional access to his project documentation. The same is applicable to sub-contractors.

The Monitor is under contractual obligation to treat the information and documents of the bidder with confidentiality.

4. The PURCHASER 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 relation between the PURCHASER and the Contractors. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believe to notice, a violation of this agreement, he will sole inform the Management of the PURCHASER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit Non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Managing Director, within 8-10 weeks from the date of reference or intimation to him by the PURCHASER and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Managing Director, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chairman/Board of Directors.
8. The word 'Monitor' would include both singular and plural.
9. **Pact Validity:**

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 PURCHASER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after five months from the date of the signing of the contract. 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 Managing Director.



## SECTION VI – INTEGRITY PACT

### 10. Other Provisions:

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

**For & on behalf of the PURCHASER**

**For & on behalf of the BIDDER**

**BUYER**

**BIDDER**

**Name & Signature of the Officer**

**Name & Signature**

**Witness**

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

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

**Witness**

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

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





**SECTION VII – COMPLIANCE STATEMENT ON ELIGIBILITY CRITERIA****COMPLIANCE STATEMENT ON ELIGIBILITY CRITERIA**

<b>Capability, Equipment and Manufacturing facilities</b>		<b>Financial Standing</b>	
Eligibility criteria as per tender	Particulars of the bidder	Eligibility criteria as per tender	Particulars of the bidder

**Name of the Authorized Signatory Designation**

**Name of the Bidding Entity**



## SECTION VIII – STATEMENT OF UNDERTAKING

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

#### (TO BE SUBMITTED ON RS. 200/- STAMP PAPER)

For the purpose of supplying Colour Shift Magnetic Security Thread for Indian banknotes, we undertake that:

- i. The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
- ii. We will completely indemnify and hold harmless the Purchaser from and against any claims of infringement of any patent / license from any source.
- iii. In case the manufacturing of the Colour Shift Magnetic Security Thread is under a license from the patent holder, such license will be valid for entire currency of the contract and for the period of further extension of the contract, if any.
- iv. We will not reveal the specifications etc. of the Colour Shift Magnetic Security Thread in Indian Banknotes, contained in the main tender documents, to any third party.
- v. We will not supply India specific Colour Shift Magnetic Security Thread to any other third party/country and we will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
- vi. We will supply the offered Colour Shift Magnetic Security Thread only to the parties notified by the purchaser.
- vii. We will accept all the terms and conditions of PQB and abide by it without any counter conditions.
- viii. The information given in the documents is correct and we are aware that if any information provided is found to be false at a later stage, the Purchaser reserves the right to reject / disqualify the Bid at any stage of the tendering process without assigning any reason. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- ix. Our operations in Pakistan or China, if any, shall be suitably firewalled from the contract / operations with India and declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Bidder for this project. No Pakistani/ Chinese national or person of Pakistani/ Chinese origin will be engaged by the company for the project. We will not post an employee who worked in India operations in Pakistan or China. If we are found indulging in acts inimical to India's national security, the contract/ tender is liable to be terminated.
- x. We will intimate to the Purchaser any change in the Board of Directors/ key personnel and in ultimate beneficial ownership of 10% and above, without any delay. We'll also inform regarding any changes in management control or ownership pattern of the company / operator (s)/ executing the project.

We confirm and undertake that "if MHA does not clear the new director (s) from the security angle, the firm shall be obliged to remove that director immediately from the Board, failing which, the procuring agency would reserve the right to forthwith terminate the contract with the firm. Further, we commit to compensate the buyer for loss, if any, on account of director (s) who does not secure a security clearance from MHA and due to any termination of the contract on this account"

- xi. We declare that no agents are engaged or proposed to be engaged for participation in this tender.
- xii. We declare that we will inform the PURCHASER regarding the criminal cases if any registered against the company, owner, promoter or any of its directors after the issue of award of contract as the case may be.



## SECTION VIII – STATEMENT OF UNDERTAKING

- xiii. Our production facilities and transport of raw materials is adequately secured to prevent pilferage and/or to circumvent threats from the anti- national elements.
- xiv. We agree for the PURCHASER or their notified security agency to conduct periodic security audits apart from the emergency inspections of the production facilities/ transport arrangements.
- xv. As on the date of submission of bid against this PQB, we are not in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/ Central Government, for participating in its tenders. Further, we agree, in case we get blacklisted/ banned/ debarred by SPMCIL/ BRBNMPL/ BNPMIPL/Central Government, any time prior to finalization of PQB/ tender/ contract, our bid shall not be considered for further evaluation/ award of order.
- xvi. We will fill security clearance format/ application properly and any misrepresentation/ false claims may lead to denial of security clearance.
- xvii. We understood that:  
After floating the PQB/ tender, in case of receipt of any report/ instance/ investigation by a sovereign / statutory authority or an investigative agency, against the entity or any of its directors, executives, partners, proprietor etc. in the past on grounds of any malpractices like bribery/ fiduciary misconduct etc.; details thereof shall be sought from the bidder. The details may include the extent of charges, stages of investigation, award of penalty etc.
  - a) In case of any ongoing investigation and / or charges pending investigation, BNPM will forward details to MOF/GOI (who may get the requisite information/ clearance from MHA, GOI). BNPM may, however, continue with the tendering/ procurement process unless advised by GOI to the contrary. Upon receipt of response from GOI (like denial of security clearance, etc.), immediate action shall be taken accordingly, which may include elimination of the bidder from the bidding process, termination of contract etc.
  - b) In case BNPM comes to know that the investigation is complete and the company/ persons associated with the charge have been penalised, GOI will be informed and the tendering process to be continued eliminating that bidder from the process pending a decision/ appropriate action by GOI in terms of the extant rules and regulations like CVC guidelines, GFR 2017 (rule 151) etc.
- xviii. The Purchaser is entitled to seek additional information/ documents from us at any point of time.

BIDDER : .....

Name of the Authorized Signatory : .....

Designation : .....

Name of the Bidding Entity : .....



## SECTION IX – LETTER OF AUTHORITY FOR ATTENDING A BID OPENING

To

The Assistant General Manager

BNPMIPL, MYSURU

**Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the PQB of Manufacturing and supply of 3mm colour shift magnetic security thread for Indian Banknote.**

**PQB NO.: BNPM/PQB/78/2023-24 dated 15.05.2023**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on

behalf of \_\_\_\_\_ (Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signatures
I		
II		
Alternate Representative		
Signature of Bidder or Officer authorized to sign the bid documents on behalf of the bidder		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.
3. Representatives should carry original Govt issued ID card (Aadhar/Voter ID/Passport/Driving Licence etc.) and name should match exactly as mentioned in table above.

