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**For & on behalf of the BIDDER**

**BUYER**

**BIDDER**

**Name of the Officer**

**CHIEF EXECUTIVE OFFICER**

**Designation**

**Dept / Ministry / PSU**

**Witness**

**Witness**

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

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

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

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

**ANNEXURE- V: COMPLIANCE STATEMENT ON ELIGIBILITY CRITERIA**

Qualifying parameters	Eligibility Criteria	Documents to be submitted	Compliance by bidders (Submitted/ Not submitted)
<p align="center"><b>General</b></p>	<p>a) Bidder* shall be 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.</p> <p>*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)</p>	<p>Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate (as applicable)</p> <p>Sealed &amp; Signed Annexure – A on company's letter head.</p>	
	<p>b) Bidder should have valid GST registration certificate</p>	<p>Copy of GST certificate</p>	
	<p>c) Bidder should have valid PAN card.</p>	<p>Copy of PAN card</p>	
	<p>d) The Bidder should not have been blacklisted /debarred for dealing by Government of India/ RBI/ SPMCIL/ BRBNMPL/any State Government as on the date of submission of bid and the Bidder shall be required to submit the declaration to that effect.</p>	<p>Declaration as per Annexure –B on company's letter head duly Signed &amp; with company seal to be submitted</p>	



<p><b>Experience &amp; Past Performance</b></p>	<p>The bidders should have manufactured and supplied at least 41,000 Km. of Colour Shift Magnetic Security Thread in any one year during the last five years. (as on 28.02.2021)</p>	<p>a) Copy of Purchase order / Agreement / Contract. and b) Copy of Invoice/ Any other document such as LR etc. evidencing supply of 41,000 Km. of colour shift security magnetic thread.</p>	
<p><b>Capability, Equipment and Manufacturing facilities:</b></p>	<p>As on date of publishing the PQB, the Bidder must have an annual capacity to manufacture and supply at least 41,000 Km. of Colour Shift Magnetic Security Thread and shall undertake to increase the capacity for supply of entire annual requirement within six months period from the date of Letter of Intent.</p> <p>Bidder shall specify his existing established capacity to manufacture similar security thread in Km. / annum.</p> <p>The Bidder should provide verifiable evidence that they have the capability and capacity to manufacture and supply similar security thread. BNPM reserves the right to verify the manufacturing facility of bidder as part of evaluation.</p>	<p>a) Copy of Purchase order / Agreement / Contract. and b) Copy of Invoice/ Any other document such as LR etc. evidencing supply of 41,000 Km. of colour shift magnetic security thread.</p>	

<b>Financial Standing:</b>	<p>a) The minimum average annual turnover of the bidder during the last three years is <b>INR 9,16,00,000 (Rupees Nine crore sixteen lakh only)</b>.</p> <p>b) Net worth of the Bidders firm should not be in negative as on 31.03.2020 and should not have eroded by more than 30% in the last three years period ending 31.03.2020.</p>	Audited balance sheet and profit & loss statement for FY 2019-20, 2018-19 and 2017-18.	
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**Name of the Authorized Signatory Designation**

**Name of the Bidding Entity**



**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.
- 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. We have not been blacklisted /debarred for dealing by Government of India/RBI/SPMCIL/BRBNMPL/any State Government in any manner as on the date of submission of bid. Further, in case we got blacklisted/ debarred by Government of India/RBI/SPMCIL/BRBNMPL/any State Government, any time prior to finalization of 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:  
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 furnished by the bidder. The details may include the extent of charges, stages of investigation, award of penalty etc.

In case BNPM comes to know that the investigation is complete and the company/ persons associated with the charge have been penalised, bidder shall be eliminated from the process without further notice.

- xviii. The Purchaser is entitled to seek additional information/ documents from us at any point of time.

BIDDER .....

Name of the Authorized Signatory

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Designation .....

Name of the

Bidding Entity .....

