

NATIONAL PRE-QUALIFICATION BID

BANK NOTE PAPER MIL INDIA PRIVATE LIMITED

REGD. & CORPORATE OFFICE,
ADMINISTRATIVE BUILDING
GATE 1, PAPER MILL COMPOUND,
NOTE MUDRAN NAGAR, MYSORE
KARNATAKA, INDIA

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Website: www.bnpmindia.com **Email:** scm.tender@bnpmindia.com

PRE-QUALIFICATION BID FOR PROCUREMENT OF 1.4 MM MAGNETIC SECURITY THREAD FOR INDIAN BANKNOTE PAPER PRODUCTION

Not Transferable

Security Classification: Security

PQB NO. : BNPM/PQB/MST/259/2020-21 dated 25.06.2020

This PQB Document Contains 25 Pages including this page.

Details of Contact person in BNPMIPL regarding this PQB:

Shri Bhartendra Pratap Singh
Assistant General Manager

Tel. No. : 0821-2401-111



National Pre-qualification Bid (PQB)
BANK NOTE PAPER MIL INDIA PRIVATE LIMITED
Regd. and Corporate Office: Administrative Building,
Gate1, Paper Mill Compound, Note Mudran Nagar, Mysuru, Karnataka, India
Tel No: +91 -821 2401 111

PQB NO. : BNPM/PQB/MST/259/2020-21 dated 25.06.2020

1. Sealed Pre-Qualification Bid is invited from eligible and resourceful local (domestic) **manufacturers of 1.4 mm magnetic security thread** for manufacturing of Indian Banknote paper. Outcome of this PQB and subsequent tenders will be a rate contract (agreement) where in the successful bidder/s will be required to supply 1.4 mm 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 **THREE** years. The agreement, however, will be subject to annual review for satisfactory performance with respect to quality and supply.
3. Details of requirement are as indicated below:

Schedule	Description	Approximate Annual quantity
1	1.4 mm wide Security Thread having Polyester vacuum metalized, machine readable windowed magnetic security thread (generic) having de-metalized clear text with fluorescent colour and suitable adhesive for window application	4,00,000 Km. (Approx. 25 MT) (The Annual quantity is tentative and may vary to any extent upward/ downward)

4.

Type of Tender (Two Bid / PQB / RC / Development / Indigenization / Disposal of Scrap)	PQB
Date of Publication of PQB	25.06.2020
Price of the PQB Document	Free (Downloadable from BNPMIPL website www.bnpmindia.com)
Closing date and time for receipt	15:00 Hrs. on 24/07/2020
Place of receipt of PQB	BNPMIPL, Mysuru
Time and date of opening of PQB	16:00 Hrs. on 24/07/2020
Place of submission & opening of PQB	BANK NOTE PAPER MIL 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. Mrs. Shiva Sharma Manager, BNPMIPL, Mysuru
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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 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 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 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.
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. All the pages of PQB documents as at Annexures, basic information and other supporting documents shall be duly stamped, signed and submitted.
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, not submitted in accordance with the directions issued shall be liable for rejection.
10. The firm should furnish the firm's name, full postal address (Office), Phone Number and fax Number, Name of the authorized contact person and e-mail address.
11. The firm should not have been blacklisted /debarred for dealing by Government of India/RBI/SPMCIL/BRBNMPL/any State Government and an undertaking should be submitted along with the PQB, to this effect.
12. The PQB documents are not transferable.

For and on behalf of BNPMIPL

(Bhartendra Pratap Singh)
Assistant General Manager

PRE-QUALIFICATION BID (PQB) NOTICE FOR SUPPLY OF 1.4 mm wide Security Thread having Polyester vacuum metalized, machine readable windowed magnetic security thread (generic) having de-metalized clear text with fluorescent colour and suitable adhesive for window application (Herein referred as Magnetic Security Thread)

1. Sealed National Pre-qualification Bid (PQB) is invited from eligible and resourceful Manufacturers of magnetic security thread for supply of 1.4 mm 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 **ANNEXURE - II** Bidders who qualify this PQB will be eligible for issue of tender forms and to participate in the tendering process, subject to security clearance. 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.

Description	Unit	Type of Supply	Approximate Annual quantity	Supply Location
1.4 mm wide Security Thread having Polyester vacuum metalized, machine readable windowed magnetic security thread (generic) having de-metalized clear text with fluorescent colour and suitable adhesive for window application	Km.	Rate contract	4,00,000 Km. (Approx. 25 MT) (The Annual quantity is tentative and may vary to any extent upward/ downward)	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 itemized criteria as stipulated under this PQB at **ANNEXURE - II**
 - 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 **ANNEXURE - V**.

4. OTHER REQUIREMENTS:

- i. The Bidder shall furnish names of the countries for which they have manufactured and supplied Magnetic Security Thread, which they are applying for, in the past, specifying the quantities supplied annually during the last five years, including supplies to Indian Banknote manufacturers.
- ii. The Bidder shall have in-house facility and other machinery installed at their facilities for manufacturing Magnetic Security Thread and should furnish complete details thereof.
- iii. The Bidder shall indicate that the authorized signatory is competent and legally authorized to submit the PQB.
- iv. The Bidder shall undertake not to reveal the specifications and other details of the Magnetic Security Thread contained in the PQB and main tender documents to any third party.
- v. The Bidder shall undertake not to supply India specific 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.
- vi. The Bidder shall provide a copy of incorporation certificate of their firm issued by the local authorities for carrying out the business.
- vii. 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 **ANNEXURE - III**.
- viii. The Purchaser shall be entitled to seek additional documents / information from any Bidder at any point of time.
- ix. 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 Certified Accountants viz., Chartered Accountant (CA) in India.
- x. 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.
- xi. The Bidder shall furnish complete details of the addresses, capacities and locations of their production facilities for 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 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 Magnetic Security Thread.

- xii. Experience, past performance, capacity/capability related data and other necessary declarations should be certified by the authorized signatory of the Bidder.
- xiii. The Bidder shall confirm the possession of adequate material security arrangements to protect the integrity of the Magnetic Security Thread and should have a written security plan for their storage and accounting.
- xiv. The Bidder shall agree to supply 1.4 mm. Magnetic Security Thread for Indian Bank Note paper Manufacturers across the world, if required.
- xv. 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".
- xvi. The Bidder shall clearly indicate in the PQB, if any patent or other proprietary rights (product / process or both) are involved for 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 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.
- xvii. 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 Magnetic Security Thread will not be awarded to companies employing agents.
- xviii. Operations of the Bidder in Pakistan or China, if any, should be suitably firewalled

from the contract / Operations with India. The Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China, in any capacity, will be engaged by the Company for this procurement process. No Pakistani national or person of Pakistani origin should be engaged by the company for the project. The company should not post an employee who worked in India operations in Pakistan or China. If the entity is found indulging in acts inimical to India's national security, the contract/ tender is liable to be terminated.

- xix. 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 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 security cleared by Government of India will be issued Tender Documents and detailed specifications. On successful bidding in the final tender, the Bidders are required to enter into a contract with the Purchaser 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, as per the enclosed format (**ANNEXURE - I**), is to be submitted in a sealed cover super scribing on the top of the cover "PREQUALIFICATION BID DOCUMENT FOR THE SUPPLY OF SECURITY THREAD TO BNPM (PQB NO. BNPM/PQB/MST/259/2020-21 dated 25.06.2020)."
- 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 all the pages. Any Bid submitted without the pact will be summarily rejected. The format of the Integrity Pact is attached as **ANNEXURE IV**.
- xiii. The Integrity Pact shall be executed on Rs. 200/- Non-Judicial Stamp Paper.
- xiv. 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.



- xv. All documents submitted to Purchaser shall become the property of the Purchaser and the Purchaser shall not return the same to the bidders.
- xvi. This PQBN is subject to Indian Law. The place of performance and jurisdiction is the seat of the PURCHASER, i.e., Mysuru, India



**ANNEXURE-I: BID FOR PRE-QUALIFICATION: SUPPLY
OF 1.4 MM MAGNETIC SECURITY THREAD**

PQB NO. : BNPM/PQB/MST/ 259/2020-21 dated 25.06.2020

1. Name and Address of the Bidder:

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

2. Has the Bidder been manufacturing and supplying Magnetic Security Thread for the last five years period ending on 31.05.2020?

Yes / No

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

3. Details of Magnetic Security Thread supplied as explained at Experience & Past Performance shall be furnished as under:

Sl. No	Financial Year	Quantity of Magnetic Security Thread supplied in India	Quantity of Magnetic Security Thread supplied to other		Total Quantity of Magnetic Security Thread supplied
		Km.*	Name of Country	Km.*	Km.*
1.	2019-20				
2.	2018-19				
3.	2017-18				
4.	2016-17				
5.	2015-16				
	Total				

*Kg.to Km. conversion will be 16 Kg. / Km.

- 4. Whether the Magnetic Security Thread offered is exclusive & unique to India:**
Yes/ No
- 5. The annual capacity of the Bidder to manufacture and supply Magnetic Security Thread in Km. as indicated in ANNEXURE - II under the category "Capability, Equipment and Manufacturing Facilities".**
- 6. Evidence as detailed in ANNEXURE - II for proving the technical competence as explained in "Capacity, Equipment and Manufacturing Facilities", as under:**
- a. Experience & Past Performance
 - b. Capability, Equipment & Manufacturing Facilities
 - c. Financial Standing and

- d. Security Requirement
7. Details of all manufacturing facilities with location, address, capacities and load factor of the Bidder.
 8. Details specifying the location/s of the manufacturing facility from where the Bidder proposes to manufacture 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.
 9. Financial Details for last three years:

Sl. No	Financial Year	Annual Turnover	Profit/Loss	Net worth	Remarks
1.	2018-19				
2.	2017-18				
3.	2016-17				

- 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 accountants e.g. Chartered Accountant (CA) in India and Certified Public Accountant / Chartered Accountant
10. 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.
 11. Details of all pending /ongoing inquiries against them by RBI/ SPMCIL/ BRBNMPL.
 12. Whether all financial details, experience, past performance and capacity/ capability related data is personally certified by the authorized signatory of the Bidder.
Yes / No
 13. Whether annual turnover of the Bidder during the last three years is less than as specified in the Financial Standing of PQB.
Yes / No
 14. Whether the Bidder has suffered any financial losses for more than one year during last three years?
Yes / No
 15. Whether the net worth of the Bidder is positive in the last three years and not eroded by more than 30% in the last three years?
Yes /No

16. Whether a compliance statement has been furnished as per **ANNEXURE - V**
Yes /No
17. Name, address, emails and telephone numbers of the shareholders and directors of the Bidder and their other activities.
.....
.....
.....
.....
18. Whether Application Proforma for Security Clearance of the bidder is submitted as per **ANNEXURE -III and III (a)**
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 Magnetic Security Thread, whether enclosed.
Yes/ No
21. Details of control system for controlling the quality parameters of 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.



- 25.** Whether any patent or other proprietary rights (product / process or both) are involved for the Magnetic Security Thread offered as specified and if so whether the Bidder has unlimited legal rights to deal with them/use them.

Yes/ No

Indicate the name and details of the patent and the patent holder. 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.

- 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

ANNEXURE – II: Eligibility Criteria

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

Qualifying parameters	Criteria
Experience & Past Performance	The bidders should have manufactured and supplied at least 15,000 Km. (Approx. 938 Kg) of Magnetic Security Thread in any one year during the last five years. (as on 31.05.2020)
Capability, Equipment and Manufacturing facilities:	<p>1. As on date of publishing the PQB, the Bidder must have an annual capacity to manufacture and supply at least 1,20,000 Km. (Approx. 7500 Kg) of 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 MT/ annum.</p> <p>2. 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>
Financial Standing:	<p>The minimum average annual turnover of the bidder during the last three years is INR 7.8 crore.</p> <p>Bidder should not have suffered any financial loss for more than one year during the last three financial years 2018-19, 2017-18 and 2016-17.</p> <p>Their net worth should not be in negative as on 31.03.2019 and should not have eroded by more than 30% in the last three financial years 2018-19, 2017-18 and 2016-17.</p>
Others	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.

ANNEXURE – III: Application Proforma for Security Clearance (Currency)

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

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

II. Details in respect of Directors

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

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

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

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

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

ANNEXURE -III (a)

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

- a. Name & address and registration number of the company.
- b. Name and address of the owners, promoters and directors of the company.
1.
 2.
 3.
 4.
- c. Is the company owners, promoters or directors listed above, the subject of any
1. Preventive detention proceedings (PSA / NSA etc.) : YES / NO
 2. Criminal proceedings : YES / NO
- d. If Yes , please provide following details
1. Detention / Case / FIR / Warrant number
 2. Police station / District / Agency
 3. Section of Law
 4. Name and place of the court
- e. The above mentioned details are in respect of both India and any other foreign country.

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

**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 onday of the month of 2020 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 1.4 mm magnetic security thread for manufacturing bank note paper and the BIDDER / SELLER is willing to offer / has offered to supply 1.4 mm 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 /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 Section3, 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 equalent 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 appoints competent and credible independent external monitor for this pact. 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. Name of IEM: Shri Narendra Kothari
E-mail Id: nkothari55@gmail.com
Contact No.: 77028 56444

10. 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.

11. 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 of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept / Ministry / PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

ANNEXURE- V: COMPLIANCE STATEMENT

Compliance statement on eligibility criteria		
Qualifying parameters	Criteria	Documents submitted by bidder in support of eligibility criteria
Experience & Past Performance	The bidders should have manufactured and supplied at least 15,000 Km. (Approx. 938 Kg) of Magnetic Security Thread in any one year during the last five years. (as on 31.05.2020)	
Capability, Equipment and Manufacturing facilities:	<p>1. As on date of publishing the PQB, the Bidder must have an annual capacity to manufacture and supply at least 1,20,000 Km. (Approx. 7500 Kg) of 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 MT/ annum.</p> <p>2. 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>	
Financial Standing:	<p>The minimum average annual turnover of the bidder during the last three years is INR 7.8 crore or equivalent.</p> <p>Bidder should not have suffered any financial loss for more than one year during the last three financial years 2018-19, 2017-18 and 2016-17. Their net worth should not be in negative as on 31.03.2019 and should not have eroded by more than 30% in the last three financial years 2018-19, 2017-18 and 2016-17.</p>	
Others	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.	

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 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 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 Magnetic Security Thread in Indian Banknotes, contained in the main tender documents, to any third party.
- v. We will not supply India specific 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 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 national or person of Pakistani origin will be engaged by the company for the project. We will not post an employee who worked in India operations in Pakistan or China. If we are found indulging in acts inimical to India's national security, the contract/ tender is liable to be terminated.
- 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.
- xvi. 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