

**GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF REVENUE AND DISASTER MANAGEMENT
OFFICE OF THE EXCISE COMMISSIONER**

No.399/DCE/S1/2022-23

Puducherry, dated the 10th October 2022

NOTICE INVITING e-TENDER

On behalf of the President of India, tenders through e-tendering system are invited by the Excise Commissioner, Puducherry under two-bid system i.e. (1) Technical bid and (2) Financial bid from Licensed and reputed Indian Security Hologram manufacturers for Master Origination, manufacture and supply of Polyester based Hologram for affixing as an Excise adhesive Label on the Liquor Bottles as per specifications detailed in the tender document.

The tender document is available at <https://pudutenders.gov.in>.

The prospective bidders having Digital Signature Certificate with USB Token can only be able to download the Notice Inviting Tender and other related documents and upload the bid document online at: <https://pudutenders.gov.in>.

Availability of Notice Inviting Tender (NIT)	:	From 11:00 a.m. on 10.10.2022 to 03:00 p.m. on 02.11.2022
Pre-Bid meeting	:	17.10.2022 at 04.00 p.m. in the Chamber of the Excise Commissioner, Collectorate, Pettayanchathiram, Puducherry
Closing date and time of receipt of tender	:	03:00 p.m. on 02.11.2022
Opening of Technical bid (Place, Date and Time)	:	Chamber of the Excise Commissioner, Collectorate, Pettayanchathiram, Puducherry on 02.11.2022 at 04:00 p.m.

For any assistance and training on e-tender process, please contact e-tender help desk, e-procurement Cell, Chief Secretariat, Puducherry.

Phone No.0413 - 2220225.

**(E.VALLAVAN, I.A.S.)
EXCISE COMMISSIONER**



GOVERNMENT OF PUDUCHERRY

DEPARTMENT OF REVENUE AND DISASTER MANAGEMENT

OFFICE OF THE EXCISE COMMISSIONER

**TENDER FOR MANUFACTURE AND SUPPLY OF SECURITY
HOLOGRAMS AS AN EXCISE LABEL FOR AFFIXING ON THE
LIQUOR BOTTLES**

1.	Availability of NIT	From 11:00 a.m. on 10.10.2022 to 03:00 p.m. on 02.11.2022.
2.	Pre-Bid meeting	17.10.2022 at 04:00 p.m. in the Chamber of the Excise Commissioner, Collectorate, Pettayanchathiram, Puducherry
3.	Closing date and time of receipt of tender	03:00 p.m. on 02.11.2022
4.	Opening of tender (i.e., technical bid) Place, Date and Time	At 04:00 p.m. on 02.11.2022 in the Chamber of the Excise Commissioner, Collectorate, Pettayanchathiram, Puducherry

Website: <https://pudutenders.gov.in>

GOVERNMENT OF PUDUCHERRY
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e-TENDER DOCUMENT

PART – 1

**Terms and conditions of tender for manufacture and supply of
Polyester Security Holograms**

On behalf of the President of India, tenders through e-tendering system are invited by the Excise Commissioner, Puducherry under two-bid system, i.e., **(1) Technical bid** and **(2) Financial bid** from Licensed and reputed Indian Security Hologram manufacturers for Master Origination, manufacture and supply of Polyester based Hologram for affixing as an Excise adhesive Label on the Liquor Bottles as per specifications detailed in this tender document.

The approximate estimated requirement of holograms is **20 Crore pieces per annum**.

The tender details and “Terms and conditions” shall be downloaded from the website <https://pudutenders.gov.in> which will be available online from **11:00 a.m. on 10.10.2022** to **03:00 p.m. on 02.11.2022** and to be submitted **online only** before the scheduled time of submission by those bidders who are having valid *i* key / Digital Signature Certificate and the tender schedules cannot be purchased from this Office and no pre-request for issue of tender schedules will be entertained in the Excise Department, Puducherry,

The bidder shall submit Tender/Application fee, Testing fee and EMD through separate Demand Drafts from any nationalized Bank drawn in favour of **“The Excise Commissioner, Puducherry”** payable at **Puducherry** in a cover super scribed as **“TENDER / APPLICATION FEE, TESTING FEE and EMD for supply of HOLOGRAM”** as detailed in this tender on or before the closing date and time for submission of tender. The department will not be liable for any delay in submission of tender, or any other documents, Tender / Application fee, Testing fee and EMD.

Tenderers are requested to read the instructions and information about Digital Signature Certificate and bidder's manual kit at the home page of the website <https://pudutenders.gov.in> before submission of tender through online.

All tenders, with any of the prescribed conditions not fulfilled, shall be summarily rejected.

Canvassing whether directly or indirectly, in connection with this tender is strictly prohibited and the tender submitted by the bidders who resort to canvassing will be liable to be rejected.

1. DUE DATE AND TIME OF SUBMISSION OF TENDER:

The bidders should submit their tenders online at the Government website <https://pudutenders.gov.in> on or before **03:00 p.m. on 02.11.2022**. Tenders received in any other form other than online mode will be summarily rejected. Tenders will be accepted only if submitted in the prescribed manner. Tenderers are requested strictly to stick on to the date and time specified.

2. MODE OF DISPATCH:

In addition to the online submission of tender, the bidders should submit the Technical Bid, Tender/Application fee, Testing fee and EMD in sealed covers and send by Registered Post with Acknowledgement due or hand over in person as detailed in this tender to the Excise Commissioner, Collectorate, Pettyanchathiram, Puducherry by designation. Tenders received in ordinary covers without seal or through Fax will be rejected.

3. DATE, TIME AND VENUE OF OPENING OF TENDER:

- (a) The technical bid of the tender will be opened and evaluated by the Technical Committee at **04:00 p.m. on 02.11.2022** in the Office chamber of the Excise Commissioner, Collectorate, Pettayanchathiram, Puducherry.

(b) The price bid of the tenderer who came out successful in technical bid evaluation, shall be opened on such date and time as may be communicated by the Excise Commissioner.

(c) The Excise Commissioner, Puducherry reserves the right to change the opening time and date of the Tender for administrative reasons by notifying the same in the website.

4. TWO PARTS TENDER:

The tender schedule will be in two parts, viz., **Technical bid** and **Price bid**. The Tenders are invited under e-tendering system from the manufacturers only. The dealer or distributor is not authorized to participate in this tender. The tenderers are required to carefully read the general terms and conditions of the tender, along with special terms and conditions and submit the document on website only after fixing their digital signatures as a token of acceptance.

All tender documents shall be uploaded in PDF format only. Documents uploaded in other formats will not be considered.

Scanned copies of all desired documents mentioned in the qualification criteria must be uploaded on website. Tenderer must also submit copies of complete technical bid including qualification criteria and related documents, technical literature, brochure etc. duly attested **except price bid** along with the Demand Draft / Bankers cheque for payment of EMD, Testing fee and Tender fee, in sealed cover to be sent by registered post with acknowledgment due or to be handed over in person by getting acknowledgement from the Office of the Excise Commissioner, Collectorate, Pettayanchathiram, Puducherry.

All documents uploaded on website must be clear and readable. In case of any non-clarity of uploaded documents or any dispute over documents uploaded online in e-tender, the hard copies submitted by the tenderer shall be treated as final.

5. TECHNICAL BID:

The first part i.e., **ENVELOPE “A”** should consist of **“TECHNICAL BID WITH TECHNICAL AND COMMERCIAL TERMS WITHOUT THE PRICE”**.

The Documents to be inserted in **ENVELOPE “A”** are as follows:

- a) Instructions to Tenderer duly signed and stamped by the tenderer.(as in Part-2)
- b) Technical Specifications and product specifications duly signed and stamped by the tenderer (as in Part-3)
- c) General Tender terms and conditions duly signed and stamped by the tenderer (as in Part-4)
- d) Tenderer’s Technical Literature, Catalogue, Pamphlets, etc about the product.
- e) At least ten specimen samples of Tamper Evident Coated plain Metalized Polyester film in different colours on which hologram will be embossed as required in the tenders for trial and testing.
- f) At least **5000 Polyester Hologram Label** sample of **length 80 mm and width 15 mm** for trial and testing. An artwork of the sample holograms also should be enclosed with the documents. Each sample should bear a mark with the tenderers identity.
- g) The metalized shim produced to make sample hologram also should be enclosed with the documents.

6. PRICE BID

The tenderers shall quote the rates in the financial bid (BOQ) only. The rate shall be calculated for per hologram inclusive of Basic price and all taxes/duties, packing and forwarding charges, freight charges, unloading charges, insurance etc. The cost of Master Origination, if any, is included when arriving at the price of per piece of hologram. There shall not be any break-up details in the rate. The bid price quoted in the BOQ should be for 100 pieces of holograms based on per piece rate of hologram arrived, i.e., Rate per piece x 100 Nos. of holograms = Bid price. The bid price quoted for holograms will only be considered for computing the lowest tenderer (L1) and the rate quoted for Master Origination is only indicative/reference in future.

The tenderer is required to give his best price in the price bid as in Part-5 (BOQ) and should be sent **ONLINE ONLY** and not by post or in any other mode of dispatch.

7. ENVELOPE –B

Envelope-B shall contain the Tender/Application fee, testing fee and EMD with super scribed as “TENDER / APPLICATION FEE, TESTING FEE and EMD for supply of HOLOGRAM”.

8. ENVELOPE - C

Both the envelopes viz Envelope “A” and “B” duly sealed and super scribed as mentioned along with the words – “ENVELOPE “A” Technical bid and “ENVELOPE “B” tender fee, testing fee and EMD are to be inserted in a sealed envelope marked as ENVELOPE “C” super scribed as “TENDER FOR EXCISE HOLOGRAM – TECHNICAL BID”

9. EVALUATION

As explained above, this tender is of **“TWO BID”** (Single-stage-Two-envelope bidding) system. First the ENVELOPE “A” will be opened on the due date and time of opening of the tender, for evaluating the technical and the commercial terms. The material (item) will be evaluated for its conformity of the required specifications. **ONLY SUCCESSFUL TENDERER WHO QUALIFIES IN THE TECHNICAL EVALUATION WILL BE CONSIDERED FOR PRICE BID OPENING. TENDERERS WHO DO NOT QUALIFY IN THE TECHNICAL BID WILL NOT BE CONSIDERED FOR PRICE BID OPENING.** Hence it is very essential that the Price Bid be given in the BOQ only. The hard copy of the price bid shall not be enclosed in Envelope ‘A’ or Envelope ‘B’ or Envelope ‘C’ and doing so will entail summary rejection of those tenders.

Those who qualify in the **“Technical Bid”** shall be invited to attend the opening of the **“Price Bid”** and intimation of the date and time will be given to them accordingly. For those who do not qualify in “Technical Bid”, the EMD shall be refunded without any interest.

Technical evaluation will be done by the Designated Tender Committee after opening the “Technical Bid”. The Committee will assess technical capability of the company and other details furnished by them in the manner as detailed below :

(a) The Department will carry out physical verification of the manufacturing premises to ascertain their technical capability and manufacturing capability as part of technical evaluation to decide the eligibility of tenderer for opening the price bid.

(b) All compulsory manufacturing process should be under one roof. During such visits all the machines, process and other intermediary must be in working and running conditions with proper power back-ups.

(c) The tenderer should be ready to shoot a sample glass master containing some key features (which will be provided by the committee at the time of inspection) in a reasonable time (say 2 or 3 hours) in front of the visiting committee / team.

The decision of the Excise Commissioner in this regard shall be final.

10. REJECTION OF LATE TENDERS AND INCOMPLETE TENDERS

LATE TENDERS WILL BE RETURNED UNOPENED. INCOMPLETE TENDERS AND THOSE NOT IN CONFORMITY WITH THE TENDER SPECIFICATIONS WILL NOT BE ENTERTAINED.

PART - 2

INSTRUCTIONS TO TENDERERS

1. Tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates. No alterations in the Tender will be allowed after the opening of the Tender.
2. Every tender must be strictly in accordance with the terms and conditions and specifications as laid down in this tender.
3. All entries in the Tender must be written with permanent ink or typewritten and there should be no erasures or overwriting. Corrections, if any, should be attested under the full signature of the Tenderer.
4. All rates given in the Tender must be expressed both in words and figures and where there is a difference between the two, whichever is lesser will be taken into account.
5. A Photostat copy of the Tenderer's current Income-Tax Clearance Certificate, GST and Central Excise / Service tax registration certificate if applicable duly authenticated must accompany the Tender.
6. The Tenderers should submit an affidavit on a Rs.100/- stamp paper that they are not having any arrears in Income tax, Sales Tax, GST, Central Excise and Service tax dues related to hologram sales as on date.
7. Tenderer should submit along with this Tender, his Bankers Certificate regarding his financial standing and Bank Limit.
8. No interest will be paid on the Earnest Money Deposit or Security Deposit.
9. The tenderer should not have / had any conflict of interest in the manufacturing of liquor, sales, distribution etc., at any point of time in any of the States / UT in India. An affidavit in this regard should be submitted on a stamp paper of Rs.100/- along with tender document.

10. Hologram being procured to safeguard the revenue of the State, thereby high security being involved in production and supply of hologram, the tenderer should submit an affidavit in a stamp paper of Rs.100/- that any person of the company, viz., Proprietor / Director or his employees have not involved in any type of criminal activities and have not been convicted in any criminal activities in any court regarding corruption or criminal liability raising doubts on the genuineness of the company.
11. Tenderer should furnish particulars of the factory or workshop including location and machinery installed therein with the capacity of fabrication of those materials. He should also furnish list of parties to whom he has supplied during the last five years with quantity proof.
12. The copy of the Board's Resolution authorizing the person to sign the Tender should be enclosed.
13. Tenderer is expected to examine thoroughly all instructions, forms, terms, and specifications mentioned in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a tender not substantially responsive to the Tender Document in any respect will be at the Tenderer's risk and may result in the rejection of his/her tender.
14. This Tender Document is not transferable. Not more than one tender against this Tender Document shall be submitted by one Tenderer.
15. Tenderer shall furnish all information called for in different sections of this Tender Document. Tenders not complying with this condition are liable to be rejected.
16. Tender prepared by Tenderer and all correspondence documents and any literature relating to the tender exchanged by Tenderer and the department shall be in English language. All particulars shall be either legibly written in ink or typewritten or printed.
17. The tenderer shall furnish valid Income Tax Clearance Certificate for the year 2021 - 2022 along with his tender.

18. All proof in support of conditions prescribed in the tender shall accompany the tender and no tenderer will be allowed to submit any such proof subsequent to the submission of the tender.
19. Failure to comply with one or more instructions / conditions will disqualify the tenderer to participate in the tender.
20. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part.
21. Non-performance of the tender / contract conditions by the successful tenderer will disqualify their firm to participate in the tender for the next five years.
22. At any time prior to the deadline for submission of bids, the Excise Commissioner for any reason to be recorded in writing, may modify the bidding documents by amendment.
23. Tender form is to be submitted in original with all the tender documents along with the terms and conditions duly filled in and should be sealed as per procedures explained above. (Each page of the tender including terms and conditions should be stamped and signed by the Tenderers).
24. The tenderer should not have been cautioned or black listed by any Central or State / UT Department or Government undertaking. The tenderer shall submit an affidavit to this effect on stamp paper of value Rs.100/- duly notarized.
25. The successful tenderer shall mandatorily furnish the following documents to the Commissioner, Commercial Tax :
 - (i) Copy of the Work Order
 - (ii) HSN Code of Goods and Service Accounts Code of Services which shall be supplied during the execution of contract.
 - (iii) GST Rate at which the GST would be paid to the Commercial Tax Department against each of the items in (ii) above.

The information shall be submitted to the Commissioner, Commercial Tax, with a copy to the Procuring / Government Entity, within 15 calendar days of receipt of the Work Order.

- 26. Tender documents may be downloaded from the website and payment of Rs.2,500/- (Rupees two thousand five hundred only) + 5% GST, as non-refundable Tender/Application fee payable by Demand Draft / Bankers Cheque in favour of the Excise Commissioner, Puducherry payable at Puducherry shall accompany the tender as detailed in this tender notice. Applicable GST shall be paid by the tenderer.**

PART - 3

TECHNICAL SPECIFICATIONS AND PRODUCT SPECIFICATIONS

(A) MASTER ORIGATION

- i) High Security Combination Master made on a secure System capable of generating High Security Master combined together with **(a)** Dot-Matrix Holography in 6000 DPI or more graphical resolution on bottom layer and **(b)** The alphabet 'P' on conventional 2D/3D Holographic Origination on the top layer and at the centre of the Hologram shall provide, 2D/3D Conventional, Kinematic Guilloche Pattern, Concealed Animated Image, Multilevel Animation Effect, Pearl Effect, Pearl Effect with 4 Channel Effect, Micro Text, Nano Text, Raster Image/Text, Embossed Effect, CLR Laser viewable Text, Four Channel Effect, Gradient Effect, Sparkling Effect, Invisible Alpha Numeric Letters on Multilevel Gradational Image, Pearl Effect With Micro Text. The incorporation of 3D Angular Multiplex Animated Digital Live Color Holography in a prominent place to enable the common man to identify the object without any instrument incorporated by this technology. The object must be visible in natural colour with full 3D depth. The Logo or Text as suggested by the department shall be incorporated in the hologram.
- ii) The suggested artwork should be submitted by the Tenderer containing the above security features along with the tender Documents and Technical specifications. The design would, however, be furnished by the Department at the time of placing orders.
- iii) The master may be changed at the discretion of the Excise Commissioner at any point of time during the currency of tender without any additional cost and the tenderer should have the facilities to produce the master within the time frame specified by the tendering authority.

(B) PRODUCT SPECIFICATIONS:

The hologram label to be supplied shall have the following specifications:

1.	Shape and Size	80 mm x 15 mm (80mm length x 15 mm width) in ROLL FORM of 80 mm length wound on PVC CORE suitable for machine application.
2.	Type of material to be used	The tamper evident on food grade polyester of ultra-clear EMCL grade. Hot melt adhesive which can withstand the temperature of 70 °C. (Suitability should be proved that TAMPERING OF LABELS occurs at standard working conditions) Suitable for affixing partly on the bottle cap and partly on bottle neck of the glass/pet bottle. Suitable for automatic machines used by the Puducherry region manufacturers.
3.	Colour	Specific colours/Multiple colours. The department will decide from time to time.(Silver, Gold, Red, Green, Orange, Yellow etc., the Department can announce the pattern once in every month)
4.	Thickness of the Hologram	36 microns +/- 5 (or above) – Tamper evident stamping foil. For adhesive – Hot melt adhesive 22 GSM +/- 5 and release liner of 75 to 85 GSM with soft and smooth release coating.
5.	Mastering Type	High Security Combination Master made on a secure System capable of generating High Security Master combined together with (a) Dot-Matrix Holography in 6000 DPI or more graphical resolution on bottom layer and (b) The alphabet 'P' on conventional 2D/3D Holographic Origination on the top layer and at the centre of the Hologram shall provide, 1. 2D/3D Conventional, 2. Kinematic Guilloche Pattern, 3. Concealed Animated Image, 4. Multilevel Animation Effect, 5. Pearl Effect, 6. Pearl Effect with 4 Channel Effect,

		7. Micro Text, 8. Nano Text, 9. Raster Image/Text, 10. Embossed Effect, 11. CLR Laser viewable Text, 12. Four Channel Effect, 13. Gradient Effect, 14. Sparkling Effect, 15. Invisible Alpha Numeric Letters on Multilevel Gradational Image, 16. Pearl Effect With Micro Text, 17. The incorporation of 3D Angular Multiplex Animated Digital Live Color Holography in a prominent place to enable the common man to identify the object without any instrument incorporated by this technology. The object must be visible in natural colour with full 3D depth. 18. The Logo or Text as suggested by the department shall be incorporated in the hologram. 19. Size of the label will be 15mm (Width) X 80 mm (Length) to incorporate additional security features and QR Code. 20. Authorized Signatory's Signature. 21. 4 (or) more Point CLR text effect. 22. <u>QR Code and visible Numbering:</u> The Hologram Labels should have QR Code of size minimum 8mm X 8mm printed at minimum 600 DPI resolution and sequential numbering through UV inkjet Printer. The QR Code should be easily readable through Mobile Phone, 2D Bar Code Scanner and Handheld devices.
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6.	CUT	Die Cut with serrated edges and at least 3mm gap on all sides and to make sure that the hologram is completely damaged in the event of removal of the hologram from its original affixed position.
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(C) OTHER FEATURES

(a) The layers in the Hologram labels except Micro Text, washed raster effect and LASER viewable animated covert image shall be visible for normal eyes.

(b) The Hologram label shall not be affected by normal variation in atmospheric conditions.

(c) The shelf-life of the Hologram label should be for a minimum of three years without any deformation or deterioration in normal atmospheric conditions.

(d) The Hologram label should have serrated edges at top and bottom.

(e) The Hologram label should be suitable for sequential Inkjet / Laser numbering visible by naked eye, with serial numbers allotted by the Department along with year of manufacture and inkjet / laser etched numbering.

(f) The hologram should be supplied in continuous spool form having 25,000 holograms on a spool of 3" core I.D suitable for both manual and automatic application. One or more spools as specified by the Excise Commissioner shall be packed in one carton for proper transit of the hologram. Each carton shall contain complete details of holograms packed in those cartons with the numbering details as specified by the Excise Commissioner.

(g) Delivery of hologram shall be made at the Office of the Deputy Commissioner (Excise), Thattanchavady, Puducherry.

PART - 4

GENERAL TERMS AND CONDITIONS

1. TERMS AND CONDITIONS FOR TECHNICAL BID:

The tenderer should have licensed manufacturing facility including the Master origination facility in India all under one roof. In case the tenderer has collaboration with any International manufacturer of Master Origination Facility, such Mastering Facility should be located in India. No traders or agents of manufactures shall be considered.

2. TURNOVER:

The tenderer should have an annual turnover of not less than **Rs.3.00 Crore per annum** for the preceding three years, in the manufacture and supply of polyester security holograms. The tenderer shall furnish valid up-to-date income tax clearance, VAT (or sales tax) and GST clearance certificate along with the tender.

3. EXPERIENCE:

The tenderer should have at least **FIVE** years of experience in the field of manufacture of polyester based security hologram with master originations (both dot matrix 6000 DPI or above and 2D/3D conventional).

The tenderer should have supplied minimum of 10 crores Excise holograms on at least on one or more occasions to any State / Central Government Department / Government corporations. Moreover, at least three years' experience in manufacture and supply of fully polyester Excise Hologram to any state Excise Department. Documents in support of this should be enclosed with the tender document.

4. ALL FACILITIES UNDER ONE ROOF:

The tenderer should have all the facility viz. Art Work creation, Master Origination (both dot matrix 6000 DPI or above and 2D/3D conventional), Glass negative preparation, Developing of glass Master, Nickeling process, Metal Master preparation, embossing, lamination, Die-cutting, coating etc., and other intermediary processes involved in the manufacture of hologram label in the same premises under one roof in India. The tenderer who does not have one or more than one of the above facilities in the same premises in India will be ineligible to participate in the tender and his tender will be summarily rejected. In case the tenderer has collaboration with any International manufacturer of Master Origination Facility, such Mastering Facility should be located in India. The tenderer who intends to purchase any raw material required for manufacture of hologram from any foreign country shall obtain necessary clearance from Ministry of Home Affairs, Govt. of India.

The supplier has to guarantee / submit an affidavit on Rs.100/- stamp paper that the process from Artwork creation to the final production of hologram label spools of the finished product shall be / have been done in the manufacturer's premises only under one roof and no job (partially or fully) will be/has been sub-contracted. This will be verified by the inspection team at the time of inspection.

The tenderer must be a member of International Hologram Manufacturers Association and Authentication Solution Providers' Association, formerly Hologram Manufacturers Association of India and for which copy of the certificate of International Hologram Manufacturers Association 2022 and Authentication Solution Providers' Association – 2022 to be submitted.

5. FACTORY DETAILS:

The tenderer shall be required to furnish the particulars of the factory / workshop including locations and machinery installed therein with their installed capacity for production of Polyester Hologram labels. He should enclose proof of GST registration number, Industrial Registration number etc. The tenderer should furnish the documents and purchase bills for all the equipment that have been purchased in India. For all the machinery imported from abroad valid custom clearance certificate issued in the name of the tenderer firm should be produced.

6. PROOF OF FACILITIES AND MACHINERIES:

The supplier must submit recent photographs of all the machineries showing their functioning along with the required proof to show that the photographs are taken around the date of applying for the tender which should be verifiable at the time of inspection.

The tenderer shall also enclose proof of purchase or import of all the machineries required for all the manufacturing process along with authentic document indicating the technical and manufacturing specification of the various machineries.

The tender inviting authority through his authorized officials may cause physical verification of the manufacturing premises to ascertain their technical and manufacturing capability.

7. EARNEST MONEY DEPOSIT:

EARNEST MONEY DEPOSIT (EMD) of Rs.36,00,000/- (Rupees thirty-six lakh only) should accompany the tender in the form of a Demand Draft or Bankers cheque drawn in favour of the Excise Commissioner, Puducherry payable at Puducherry. Any tender which is not accompanied by Earnest Money Deposit will be rejected at the time of opening of the tender. Payment of Earnest Money Deposit by

cheque or any other form except by Demand Draft / Pay order will not be accepted. No interest will be paid on the Earnest Money Deposit. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part.

8. SAMPLE HOLOGRAMS & TESTING FEE:

A sample of minimum **5 spools** of hologram in roll form each containing minimum of **1000 polyester** hologram Excise labels of size **80 mm X 15 mm** with the prescribed specification shall be enclosed along with the tender. A testing charge of **Rs.30,000/- (Rupees thirty thousand only)** shall be paid in the form of Demand Draft / Bankers cheque in favour of the Excise Commissioner, Puducherry payable at Puducherry. The testing charges are non-refundable.

9. VALIDITY OF TENDER:

The rate quoted in the tender is valid for a period of **3 years (Three Years)** subject to the condition that, if considered necessary, the Excise Commissioner reserves the right to restrict the contract period to a period less than three years but in any case not less than one year. Any technological advancement in holography shall be adopted by the tenderer at any time during the currency of the tender if so desired by the department at the same cost. Three year period shall be reckoned from the date of agreement.

- 10.** Each page of the tender including terms and conditions should be stamped and signed as acceptance and agreeing that they have no right to question the terms and conditions of the tender. The tenderer has no right to question the Tender Authority for any reason about the terms and conditions of the tender after participating in the tender process.

11. PERT CHART FOR PRODUCTION:

The successful tenderer shall start the supply of polyester Hologram label as per the design approved by the Excise Commissioner within 30 days from the date of placement of purchase order failing which the contract will be cancelled by the Excise Commissioner and the successful tenderer shall be liable for compensating the loss incurred by the department for making alternative arrangements for getting the supply of Excise hologram labels. The delivery of polyester Hologram Labels shall be as per the schedule to be furnished by the Excise Commissioner at the time of placing orders. The tenderer shall submit PERT CHART indicating time frame for completing within 30 days the various steps involved in the production and supply of Hologram labels.

12. APPROVAL OF ART WORKS:

At the time of approval of the art work and the shooting of the master, appropriate technical verification may be made by the department to ensure that the art work contains the required security features and the master is shot exactly as per the approved art work. The sample of Hologram Label may also be subjected to technical evaluation to ascertain whether the Hologram label conforms to the technical specifications indicated in the tender document and is suitable for automatic and manual application.

13. SAFE CUSTODY OF MASTER:

The successful tenderer should ensure to the entire satisfaction of the Excise Commissioner, Puducherry that the MASTER shall be kept in safe custody and is not tampered with or lost or damaged. In case the MASTER of the Hologram label is lost or damaged or tampered, the Security Deposit / Earnest Money Deposit shall be forfeited besides recovering the cost of the Master. The Master shall be the property of the

Excise Department and hence the successful tenderer shall return the original after completion of the order. The Excise Commissioner, Puducherry can also ask the successful tenderer to keep the Master with him in safe custody by signing a Custodian Bond for the Master. The Excise Commissioner may at his discretion change the Master once in three months or at any time due to exigencies. On such direction, the supplier should change the Master as per the design approved by the Excise Commissioner within such time as may be prescribed by him.

The successful tenderer will be required to show the first sample or Polyester Hologram Label within the time limit to be specified by the Excise Commissioner, Puducherry from the date of placement of the purchase order along with the computer generated art work for approval.

14. SUPPLY OF LABELS:

The successful tenderer shall make necessary arrangements to ensure continued supply of Polyester Hologram Label within the tender period or the extended period as and when required by the Excise Commissioner at the same rate as quoted in the tender.

The successful tenderer shall not be allowed to sub-contract or sub-let any work or a portion of work to any outside agency.

The tenderer should have a high security environment in his factory to ensure 100% guarantee of confidentiality and secrecy.

The number of Polyester Hologram label to be supplied per month will be approximately 2 Crore labels of size 80 mm x 15 mm. The quantity can be increased or decreased or split up at the sole discretion of the Excise Commissioner, Puducherry.

15. SECURITY DEPOSIT:

Security Deposit of Rs.54,00,000/- (Rupees Fifty-Four lakh Only) in the form of Bank Guarantee in favour of the Excise Commissioner, Puducherry shall be deposited by the successful tenderer for a period of contract within ten days from the date of acceptance of the tender. The Bank Guarantee shall be renewed every year. The security deposit will be refunded only after satisfactory completion of supplies of Polyester hologram label at the end of the tender period or extended period as the case may be and after deducting the dues from the supplier if any. No interest will be payable by the purchaser on the security deposit.

The bank guarantee should be valid for at least three months more after completion of contract.

The Earnest Money Deposit of the successful tenderer may be adjusted in the Security Deposit.

The Security Deposit made by the Tenderer shall be refundable to him after completion of the Contract and after adjustment of amount if any, due to the office of the Excise Commissioner, Puducherry.

The said security shall stand forfeited, appropriately adjusted in full in the event of:

- (a) the supplies in part or in full are not effected in accordance with the delivery schedule.
- (b) rejection of consignment on account of sub-standard product and infringement of security requirements not in conformity with the specifications.
- (c) any act of breach of trust.

The tenderer, whose tender is accepted, fails to deposit the Bank Guarantee receipt towards Security Deposit and execution of the agreement as required by the Excise Commissioner within 10 days of acceptance of the tender, his tender will be rejected outright and the Earnest Money Deposit will be forfeited to the Government. The Earnest Money Deposit of the unsuccessful tenderers will be returned to them. No interest will be paid on the Earnest Money Deposit remitted by the tenderers.

16. SIGNING OF THE TENDER:

- a. The tender is liable to be rejected if complete information is not given therein or if the particulars and data asked for in the tender are not fully filled in. Specific attention must be paid to delivery dates and also the general conditions of the contract.
- b. An individual signing the tender or any other documents connected with a contract must specify whether he signs as:
 1. A "Sole Proprietor" of the firm or constituted attorney of such "Sole Proprietor"
 2. A partner of the firm, if it be a Partnership, in which case he must have the authority to refer to arbitration, dispute concerning the business of the partnership either by virtue of the agreement or of a power of attorney, or
 3. In case of above, a copy of the partnership agreement or general power of attorney in either case, attested by Notary Public, or affidavit on stamped paper of all the partners admitting executing of the partnership agreements or the general power of attorney should be furnished.
 4. In the case of partnership firm, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents.

5. A constituted attorney of the “Firm” if it is a company.
6. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signed had no authority to do so, the purchaser may without prejudice to other civil or criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

17. OPENING OF THE TENDER:

The tenderers are at liberty to be present by them or authorize a representative on their behalf at the opening of the tenders, viz. Technical and Price bid at the date and time as specified. The name and address of the representative who would be attending the opening of the tender on behalf of the tenderers should be indicated in the tender. The tenderers shall also state the name and address of their permanent representative, if any, at Puducherry.

18. PRICE:

The price once accepted by the Excise Commissioner shall remain valid till the supplies are fully effected and accepted. The Excise Department shall not entertain any increase in the rates during the period of execution.

The bid price quoted must be for 100 pieces of *Polyester Hologram label of the size of 80 mm x 15 mm and must include all taxes, levies as applicable as on date as per Government rules* and all charges of production, supply and delivery at the office of the Deputy Commissioner (Excise), Excise Department, Thattanchavady, Puducherry-605 009.

19. COMMUNICATION OF ACCEPTANCE

- (i) The acceptance of the tender by the purchaser will be communicated by a letter of acceptance by post or Fax.
- (ii) The purchaser reserves the right to place order on successful tenderer for additional quantity at the rates quoted by the successful tenderer from the date of acceptance of the tender.

20. FAILURE AND TERMINATION:

If the successful tenderer fails to deliver the Holograms or instalments thereof within a period fixed for such delivery in the tender, the Excise Commissioner may, without prejudice to the right of the purchaser, recover damages for breach of the contract as under:

- (i). Purchase or authorize the purchase elsewhere without notice to the contractor on the account and at the risk of the contractor.
- (ii). Cancel the contract or a portion thereof and authorize the purchase of the Hologram not so delivered.
- (iii). Where action taken under sub-clause (i) or Sub-clause (ii) above the contractor shall be liable for any loss which the purchaser may sustain on that account.
- (iv). The supplier shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the Excise Commissioner. It may not be necessary for the purchaser to serve any kind of notice of such purchase to the contractor.
- (v). In case the contractor fails to supply the required goods in the specified period, the Security Deposit will be forfeited.

If during the currency of contract, the contractor or / and his representative, workers and agents are found indulging in any activity which directly or indirectly is prejudicial to the interest of the Excise Department, Puducherry or found guilty of :-

Indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery chalangans etc., or introduction of any liability in connection with the supply of Holograms which amounts to an offence punishable under Indian Penal Code or any other enactment, the Excise Commissioner without prejudice to other legal rights shall have the right to terminate the contract, forfeit the Security Deposit and such other amounts that may be lying with this office by way of Bills on Hand. All losses that may be incurred shall be recoverable from the contractor.

Non-performance of the tender / contract conditions will disqualify a firm to participate in the tender for the next five years.

21. PAYMENT UNDER THE CONTRACT:

Payment for the delivery of the Polyester based Hologram Label will be made on submission of the bills subject to inspection and verification of Security Hologram labels delivered. No advance payment will be made towards the supply of Polyester Hologram Labels.

22. PERIOD OF CONTRACT:

The period of contract shall be **three years** from the date of signing of the contract subject to the condition that, if considered necessary, the Excise Commissioner reserves the right to restrict the contract period to a period less than 3 years (Three Years) but in any case not less than one year and the Excise Commissioner, for the reasons to be recorded in writing, reserves the right to extend the period of contract of the successful tenderer for an additional period **not exceeding two years, one year at a time, after the expiry of the term of the contract** at the same rates as quoted in the tender. No escalation of price will be provided within the currency of the tender or during the extended period.

23. OPERATIONAL SLA:

The Selected bidder shall guarantee the quality and life of hologram for a period of three years from the date of manufacture without any deformation or deterioration in normal atmospheric conditions. If, part of the hologram quantity is rejected or a quality defect has been identified, the selected bidder shall replace such hologram within 7 working days. If, the Supplier fails to deliver the holograms ordered by the department within the period specified in the contract, the Excise Commissioner, shall without prejudice to all its other remedies under the contract deduct from the contract price as penalty on the basis of the following percentages of value of goods which the supplier has failed to supply or complete:-

Sl. No.	Condition	Penalty
1	Delay upto 3 days more than the time scheduled for delivery	2% of the value of the ordered quantity
2	Delay of 4 - 6 days more than the time scheduled for delivery	5% of the value of the ordered quantity
3	Delay of 7 - 10 days more than the time scheduled for delivery	10% of the value of the ordered quantity
4	Delay of 11 - 15 days more than the time scheduled for delivery	Termination of the contract

24. DISPUTE RESOLUTION:

Any claim, dispute or difference relating to or arising out of this Agreement shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The Commissioner-cum-Secretary to the Government of Puducherry (Excise) and the Law Secretary to the Government of Puducherry will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings then in force and applicable to the proceeding. The seat and venue of arbitration shall be Chennai. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties. The successful tenderer shall sign arbitration

agreements in the prescribed format detailed in Annexure-I of the tender document with the Commissioner-cum-Secretary to Government (Excise), Puducherry.

25. TENDER FORM TO BE RETURNED:

The tender form has to be returned in original with all the tender documents along with the terms and conditions duly filled up and should be sealed as per procedures explained above and each page of the tender including terms and conditions should be stamped and signed by the tenderers as acceptance.

26. In case of tie in the price bid, weightage will be given to the proximity to the factory with mastering facility of the tenderer and the Excise Department, Puducherry

27. The “PRICE BID” will be opened only for the tenderers who qualify the “TECHNICAL BID”.

Last date of submission of tender form **Upto 03:00 p.m. on 02.11.2022.**

Date of opening of Technical bid **At 04.00 p.m. on 02.11.2022.**

Sd/-

**(E.VALLAVAN, I.A.S.)
EXCISE COMMISSIONER**

PART-5

PRICE BID FORM

(TO BE SUBMITTED ONLINE IN BOQ FORMAT ONLY)

1. PRICE BID FOR MASTER ORIGATION (INDICATIVE ONLY)
(TO BE SUBMITTED ONLINE IN BOQ FORMAT)

TYPE OF MASTER	COST OF MASTER (TO BE MENTIONED BOTH IN FIGURES AND WORDS)
High Security Combination Master made on a secure System capable of generating High Security Master combined together with (a) Dot-Matrix Holography in 6000 DPI or more graphical resolution on bottom layer and (b) The alphabet 'P' on conventional 2D/3D Holographic Origination on the top layer and at the centre of the Hologram shall provide, 2D/3D Conventional, Kinematic Guilloche Pattern, Concealed Animated Image, Multilevel Animation Effect, Pearl Effect, Pearl Effect with 4 Channel Effect, Micro Text, Nano Text, Raster Image/Text, Embossed Effect, CLR Laser viewable Text, Four Channel Effect, Gradient Effect, Sparkling Effect, Invisible Alpha Numeric Letters on Multilevel Gradational Image, Pearl Effect With Micro Text, 4(or) more Point CLR text effect. The incorporation of 3D Angular Multiplex Animated Digital Live Color Holography in a prominent place to enable the common man to identify the object without any instrument incorporated by this technology. Authorized signatory's signature, QR Code with visible numbering. The object must be visible in natural colour with full 3D depth. The Logo or Text as suggested by the department shall be incorporated in the hologram. <i>(Cost of Master Origination is indicative only)</i>	

2. PRICE BID FOR POLYESTER BASED HOLOGRAM LABEL

(TO BE SUBMITTED ONLINE IN BOQ FORMAT)

SIZE AND SPECIFICATION OF THE HOLOGRAM	PRICE OF 100 Nos. of HOLOGRAMS (TO BE MENTIONED BOTH IN FIGURES AND WORDS)
Rectangular with serrated edges at top and bottom of size 80 mm length X 15 mm width which can be applied both automatically and manually. (as per the specification mentioned in Part - 3) The price quoted must be for 100 nos. of Polyester Hologram labels and must include all taxes, levies, charges, etc. <i>(Cost of Master Origination, if any, be included when arriving the bid price as stated in the tender document)</i>	

The terms and conditions which form part of this Tender are acceptable to me/us.

Signature of the Tenderer along with seal and full address

Place:

Date:

PART-6

PARTICULARS OF THE TENDERER

1	Name and Address of the Tenderer			
	(a) Registered Office	:		
	(b) Factory	:		
	(c) Administrative Office	:		
2	Nature of Constitution of Tenderer (Whether Individual, Partnership Firm or Company registered under the Companies Act)	:		
3	Name of the Chief Executive Officer and his phone number and fax number	:		
4	Name and address of Proprietor / Partner/ Directors	:		
5	Registration No. and date	:		
	1. In respect of certificate from Industry Authority (attach copy of the Registration certificate issued by Competent Authority of Industry Department).	:		
	2. Copy of the Certificate of incorporation and Memorandum of Association & Article of Association if the supplier is a company registered under companies Act, 1956.	:		
6	VAT (Sales Tax) and GST clearance certificate (Attach copy of the certificate issued by Competent Authority)	:		
7	Income tax clearance certificate Income tax PAN (attach copy of Income tax PAN)	:		
8	Detail of Manufacturing facilities as on date	:		
	a. Master origination laboratory	:		
	b. Master origination Machines	:		
	c. 2D / 3D Conventional	:		
	d. Dot Matrix 6000 DPI or above	:		
	e. Embossing Machines (Nos.)	:		
	f. Lamination Unit	:		
	g. Die-Cutting Machines	:		
	h. Electro forming system	:		
	i. Slitting Machines (Nos.)	:		
	j. Recombining Machine (Nos.)	:		
	k. Inkjet Numbering Machine (Nos.)	:		
	l. Laser Numbering Machine (Nos.)	:		
	m. Security equipment (like CCTV, Access control)	:		
	n. Details of Production capacity per day	:		
9	Details of Manpower	:		
	Technical	:		
	Skilled	:		
	Others	:		

10	Give details of your major clients to whom you have supplied including Government / Semi Government. Documentary proof to be attached for Govt. job executed	:		
11	Member of International Hologram Manufacturers Association and Authentication Solution Providers' Association, formerly Hologram Manufacturers Associations of India. (Copy of Membership certificate for the year 2022)	:		
12	Earnest Money Deposit Rs.36,00,000/-	:		
	D.D. / B.C. No.	:		
	Date	:		
	Name of the Bank and branch	:		
	Amount Rs.	:		
13	Testing Fees Deposited Rs. 30,000/-	:		
	D.D. / B.C. No.	:		
	Date	:		
	Name of the Bank and branch	:		
	Amount Rs.	:		
14	Details of Non-refundable Application/Tender fee of Rs.2,500/- (+5% GST) Demand draft / Banker's cheque No. Date of demand draft / Banker's cheque: Name of the Bank	:		

I, Smt. / Shri.

(Proprietor / Partner/ Director / attorney holder of the firm / company undertake and declare that above information is correct and abide by the terms and conditions of the Tender Documents.

Place:

Date:

**Signature of the Tenderer
along with seal, name and designation
Land line No.(if any), Mobile no.,
Fax and e-mail id.**

ANNEXURE-I

Chapter : Arbitration

[as a separate chapter in any fresh contract agreement – to be incorporated as part of the RFP/ tender document itself]

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

- (I) THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;
- (II) AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;
- (III) AND THAT, the parties agree that the place of Arbitration shall be at Chennai in the state of Tamil Nadu;
- (IV) AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Commissioner-cum-Secretary to the Government of Puducherry (Excise) and the Law Secretary to the Government of Puducherry shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before approaching the authorities for appointment of Sole Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Commissioner-cum-Secretary to the Government of Puducherry (Excise);

- (V) AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;
- (VI) AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

(VII) AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

(VIII) AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

(IX) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

(X) The fees payable to the Sole Arbitrator as agreed upon by the Parties to the Contract shall be as prescribed in the Annexure appended to this Contract, which forms part and parcel of this Contract.

ANNEXURE

Sum in Dispute	Fee fixed for Arbitrator
UptoRs.5,00,000	Rs.45,000
Above Rs.5,00,000 and upto Rs.20,00,000	Rs.45,000 plus 3.5 percent of the claim amount over and above Rs.5,00,000
Above Rs.20,00,000 and upto Rs.1,00,00,000	Rs.97,500 plus 3 percent of the claim amount over and above Rs.20,00,000
Above Rs. 1,00,00,000 and upto Rs. 10,00,00,000	Rs.3,37,500 plus 1 percent of the claim amount over and above Rs.1,00,00,000
Above Rs. 10,00,00,000 and upto Rs.20,00,00,000	Rs.12,37,500 plus 0.75 percent of the claim amount over and above Rs.10,00,00,000
Above Rs.20,00,00,000	Rs.19,87,500 plus 0.5 percent of the claim amount over and above Rs.20,00,00,000 with a ceiling of Rs. 30,00,000

Signature Not Verified

Digitally signed by ARUNAYAVOU R
Date: 2022.10.07 10:20:56 IST
Location: Puducherry, PY