

TENDER REF. NO. 17615

DATE: 20.11.2023

OFFICE OF THE EXCISE COMMISSIONER  
GOVERNMENT OF UTTARAKHAND  
DEHRADUN

E-TENDER FOR THE MANUFACTURING AND SUPPLY OF  
POLYESTER BASED SECURITY HOLOGRAMS

2023-2028

BD  
22/11/23

**OFFICE OF THE EXCISE COMMISSIONER**  
**GOVERNMENT OF UTTARAKHAND**  
**DEHRADUN**

Tender Notice No.Date: 17615 / 20.11.2023

**Notice Inviting Tender (NIT)**  
**for the Manufacturing and Supply of Polyester Based Security Holograms**  
**in the State of Uttarakhand**

E-Tenders are invited for the manufacturing and supply of about 2 Crores or more Security Holograms per month to be affixed on liquor bottles from reputed Indian security hologram manufacturers having sufficient experience and credentials for supplying Security Holograms in the Government Department(s)/ PSU or any reputed organization.

**E-Bid Schedule**

<b>Date of publishing of Tender:</b>	22-11-2023
<b>Venue for opening the bids</b>	Office of Excise Commissioner, 15/1, Gandhi Road, Dehradun- 248001, Uttarakhand
<b>Tender document available at</b>	<a href="https://uktenders.gov.in">https://uktenders.gov.in</a>
<b>Last Date &amp; Time for Online Submission of Bids</b>	18-12-2023 upto 1:00 PM
<b>Date of Opening of Technical Bids</b>	18-12-2023 at 3:00 PM
<b>Date of Opening of Financial Bid</b>	Will be Communicated Later
<b>Bid Validity</b>	90 days from the date of opening of technical bid.

**Note: If any date mentioned above is declared as Holiday, that date will be shifted to next working day without any change in other parameters such as venue, etc.**

  
 22/11/23

**1. The Tender Document consists of the followings:**

- a) Structure of the Tender
- b) Instructions to Bidders
- c) Scope of Work – Security Holograms:
  - (i) General Conditions
  - (ii) Specifications of Security Hologram (Annexure-I)
- d) Form of Technical Bid (Annexure-II)
- e) Price bid format (Annexure-III) (To be submitted on-line only)
- f) Draft Contract Agreement

**2. Structure of the Tender**

The Excise Department of Uttarakhand invites the eligible parties / manufacturers (hereafter referred as “Bidder”) to participate in the E-Tender for the manufacturing and supply of Polyester Based Security Holograms. Bidders are advised to study the tender document carefully before submitting their bids online in response to this Notice. Submission of bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Failure to furnish all information required as mentioned in the tender documents or submission of a bid not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

**3. Instructions to Bidders**

1. Bidders are requested to carefully study all the tender documents and tender conditions before quoting their rates. No alternations in the Tender will be allowed after submissions of the Tender.
2. Bidders who wish to participate in the bidding must register on <https://uktenders.gov.in>
3. To participate in online bidding process, bidders must procure a Digital Signature Certificate (Class III) as per Information Technology Act-2000 using which they can digitally Sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid class III Digital Signature Certificate (DSC) need not procure a new DSC.
4. Pre-Bid Queries:  
The Pre-Bid queries (if any) to be submitted within 7 (seven) days from the date of tender publish. Pre-bid queries received beyond seven days of tender publish shall not be considered for response. Queries are required to be sent through email at: [utkexcise@gmail.com](mailto:utkexcise@gmail.com). Each bidder shall send only one e-mail containing Pre-Bid Queries in the excel sheet as per format given below:



Name of the Bidder:				
Tender Ref. No.:				
Date of Pre-bid Query submitted:				
Sl#	Tender Document Ref.		Content of the Tender condition	Query/Clarification Sought
	Condition No.	Page No.		
1				
2				

5. All entries in the Tender must be written with permanent inks or typewritten and there should be no cutting or overwriting. Corrections in any should be attested under the full signature of the Bidder.
6. The Tender Form should be filled-up in all respect and no columns should be left blank. Each page of the tender document including the pages containing the terms and conditions should be signed and stamped by the Bidder.
7. Every Tender must be strictly in accordance with the terms and conditions and specifications as laid out in the Tender Document.
8. The copy of the Board of Resolution authorizing the person to sign the Tender should be enclosed.
9. Bidder should submit along with this Tender, his Banker's Certificate regarding the financial standing and Bank Limits.
10. Bidder should furnish particulars of their factory or workshop including location and machinery installed therein with the production capacity.
11. Bidder should enclose proof of GST registration number (GSTN), Industrial Registration number, Factory license, Income Tax PAN Certificate and latest IT return, Bills/Invoices of Machines installed at the manufacturing unit.
12. Bidder should furnish the list of government departments/organisations to whom they have supplied Polyester based Security Holograms in the past along with quantity proof.
13. The Bidder shall submit an affidavit on Rs. 100/- (One Hundred) Non-Judicial Stamp Paper stating that the Artwork Creation, Master Origination and all the compulsory processes of manufacturing of the desired security holograms shall be carried out in the manufacturer's single premises only under one roof and no part of any job/process shall be outsourced/sublet to any outside agency.
14. No interest will be paid on the Earnest Money Deposit or Security deposit.
15. Rate quoted in the tender must be expressed both in words and figures and where there is a difference between the two, the rates given in words will be taken as final. Financial Bid is to be submitted online only in the prescribed format available on e-procurement portal.
16. The organization whose bid is accepted shall hereinafter be called the "Supplier" which shall include his heirs, executors and administrators.
17. Bids shall remain valid for the period of 90 days from the date of opening of technical bid. A bid valid for a shorter period will be rejected by the Procuring Entity.

18. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The requests and the responses shall be made in writing. EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid.
19. The e-tender as well as all correspondence and documents relating to the Bid submitted by the Bidder and the procuring entity shall be written only in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation only shall govern. The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### **4. GENERAL TERMS AND CONDITIONS**

##### **Eligibility of Bidder**

- a. The Bidder should be a manufacturer of Polyester Based Security Holograms and owner of master origination lab. The premises for manufacturing Security Holograms and master origination lab should be in one and same premises, based in India. No traders or agents of manufacturers or joint venture or consortium of parties for Security Hologram shall be allowed to participate.
- b. The Bidder should be either proprietary firm or Partnership Firm Registered under Indian Partnership Act, 1932/LLP Act 2008 or Company Registered under Companies Act, 1956/2013.
- c. The Bidder must have at least 'five years' of experience in manufacturing of 'Polyester Based Security Hologram' with Master Origination and should be presently capable to produce Polyester based Security Hologram with resolution upto 1,20,000 DPI (with Litho). The relevant documents should be attached with the bid.
- d. The bidder must have experience of supplying Polyester Based Security Holograms with each and every Non-Holographic features as mentioned in this tender document (Annexure-1) to any State/UT Excise Department in India for affixation on liquor bottles. The features must have been manufactured completely in-house. An affidavit on Rs. 100 Non-Judicial Stamp Paper in this regard shall be enclosed with the bid. Relevant document should be attached with the bid.
- e. The bidder should be currently supplying or must have experience of supplying Polyester Based Security Holograms to at least one State/UT Excise department in India. Bidder must have experience of supplying Polyester based Security Holograms to State/UT Excise Department(s) for affixation on liquor bottle in atleast 5 (five)

financial years. The bidder must have a direct agreement with the department and must have received direct Work Order / Letter of Award/Intent from the Department. The relevant documents should be attached with the bid.

- f. The bidder shall have minimum Networth of Rs. 10 (Ten) Crores as on 31-03-2023. The audited balance sheet for the financial year 2022-23 alongwith CA Certificate must be attached.

**Explanation:** - For the purposes of this clause Networth means Networth as defined in Companies Act, 1956.

- g. The bidder must have a minimum Turnover of Rs. 40 (Forty) Crore in each year for past three financial years i.e. 2020-21, 2021-22 & 2022-23. The bidder must attach copies of their audited balance sheets alongwith CA certificate in this regard.
- h. The successful bidder shall not be allowed to sub-contract or sub-let any work or a portion of work to any outside agency or as stated otherwise in the tender.
- i. The bidder must be a present member of International Hologram Manufacturers Association (IHMA), Authentic Solution Providers Association (ASPA) for which a copy of the certificates must be submitted. The tenderer must also have valid HSSMS (Hologram Safety and Security Management System) & ISO-9001:2015 & ISO 14298:2013 certifications. A copy of the same must be submitted.

**Non-Eligibility of Bidder:**

- a. No trader, person, firm or company carrying on business of potable liquor, is allowed to participate in the tender.
- b. The Bidder should not have been blacklisted by any Central Government or State Government or undertaking(s) of Central Government or State Government. The Bidder should submit an affidavit on Rs.100/- stamp paper in this regard.
- c. The bidder (either single or as the member of consortium/Joint venture) should not have been disqualified/debarred or withdrawn the tender during the evaluation in any Govt./State/UT in India and in any stage due to conflict of interest. Such bidders will not be eligible to participate in the tender. An affidavit in this regard covering above without any misinterpretation should be submitted on a stamp paper of Rs. 100 along with the tender document.
- d. Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) under IBBI, shall not be eligible to participate. Bidders whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid shall also be declared ineligible. A declaration/undertaking in this regard should be submitted by the bidder.

## 5. General Conditions:-

- a. The Bidder must have fully integrated and modern manufacturing facilities starting from Master Origination System capable of producing Master with resolution upto 1,20,000 DPI (with litho) and should have complete infrastructure including high resolution Master Origination within single premises. Bidder should furnish a process diagram for producing the required Holograms.
- b. The Successful Bidder shall not be allowed to sub-contract or sub-let or outsource any work/job for manufacturing of Security Hologram to any outside agency (including Master Origination). If the Supplier does so or makes an attempt to do so, his contract would be summarily cancelled with forfeiture of his Security Deposit and / or Earnest Money Deposit, as the case may be.
- c. The Bidder shall have a high security environment in his factory through internet monitoring, sophisticated Close Circuit Cameras and access control systems and ethical security guards. The Bidder will also be required to ensure 100% guarantee of confidentially / secrecy of customer related information of sensitive nature.

## 6. PROOF OF FACILITIES & MACHINERIES UNDER POSSESSION OF BIDDER

- a. To ensure continuous and uninterrupted supply of Security Holograms, the capacity of the various machines should be sufficient to produce and supply at least 2 Crore or more Holograms per month and the Supplier should have enough standby machines/equipments to ensure that the supply of Hologram is not affected by breakdown of any machine/equipments.
- b. Production Process Flow Chart on process-wise production of tendered hologram must be attached in the bid which is verifiable at the time of physical inspection which may be undertaken by the Excise Department.
- c. The Bidder 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 which may be undertaken by the Excise Department.
- d. Proof of import of equipments and machineries must be attached. Copy of the invoice and bill of entry shall be enclosed for all imported machinery and copy of the invoices shall also be enclosed for all Indian machineries. (All documents should bear self-certification). All the equipment/machinery should be installed on or before the date of publishing the tender document.
- e. The proof of availability/installation of all machines/infrastructure will be verified by physical visit of the Excise Department Officials before award of the final contract to the successful Bidder (L1 Bidder). The Department shall appoint a committee for carrying out physical verification of the manufacturing unit, infrastructure installed, production capacity and security measures in order to ascertain that the successful bidder has all machines/infrastructure with capacity and adequate security measures to serve the commitments required by the Department. During the physical

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verification of the manufacturing unit, if it is found that successful bidder does not have the infrastructure/facilities as per the tender bid under its possession or is short of capacity to supply the requisite quantity of Holograms or its unit does not have adequate security measures to protect/safeguard Holograms, the bidder shall be declared as disqualified, its EMD forfeited and the contract shall be awarded to L2 bidder provided that he matches the price quoted by the L1 bidder.

#### **7. ALL MANUFACTURING FACILITIES WITH BIDDER:**

The Bidder should have all the facilities viz. Art work creation, Master Origination, Glass negative preparation, Developing of glass Master, Nickeling process, Metal Master preparation, Embossing, Lamination, Die-cutting, Coating, Recording of hidden text and colour changing effect, Metalizing/Demetalizing, etc. and any other intermediary processes involved in the manufacture of holograms as per Technical specification in Bidder premises only. The Bidder who does not have one or more than one of the above facilities will be ineligible to participate in the tender and their tender will be summarily rejected.

The Bidder has to guarantee/submit an affidavit on Rs. 100/- (One Hundred) Stamp Paper stating that the Artwork Creation, Master Origination and all the compulsory processes of manufacturing of the desired holograms shall be carried out in the manufacturer's single premises only and no part of any job/process shall be outsourced/sublet to any outside agency.

#### **8. PRINTING OF QR CODE & INKJET NUMBERING UNDER THE SUPERVISION OF THE DEPARTMENT**

The successful bidder is required to set up a facility for the printing of QR Code & Inkjet sequential numbering of the Hologram at the premises made available by the Excise Department Uttarakhand to the successful bidder at Dehradun or at any other location within Uttarakhand as decided by the Excise Commissioner within 3 months from the date of allocation of building/site/space by the Department and the rent as per mutually agreed shall be paid by the successful bidder. All the other necessary arrangement for numbering shall have to be made by the successful bidder. The Inkjet numbering machine with unwind and rewind stations & counting arrangement, generating sets and other facilities required for doing numbering etc. shall have to be provided by the successful bidder. All the necessary arrangements and investment in this respect has to be made by the successful bidder. The supplier would also be required to submit necessary documents and obtain various permissions, approvals and registrations etc. with various Govt. Departments e.g. Power connection, GST, Commercial Tax/Central Sales Tax and Central Excise etc. The QR Code & Inkjet numbering shall be carried out under the supervision & instructions of the Excise Department. The action plan for setting up this



numbering facility shall be formulated after discussion with the Excise Department representatives.

The successful bidder until the completion of setting up of Numbering unit in Uttarakhand State shall start supplying Security Holograms with QR Code and Inkjet sequential numbering from its existing manufacturing unit so as to cater to the requirement of Security Holograms to the Department. The successful bidder shall provide the hologram sample within 15 (fifteen) working days from the date of issue of work order & approval of artwork for necessary approval and start the supply of polyester based Security Holograms as per the design approved by the Excise Department, Uttarakhand within 30 (Thirty) days from the date of issue of work order & approval of artwork, failing which the contract may be cancelled by the Excise Department, Uttarakhand. The successful bidder shall submit Pert Chart indicating time frame for completing within 30 days the various steps involved in the production and supply of Security Holograms.

**9. TENDER FEE:-**

The Tender document can be downloaded from e-procurement website of Uttarakhand free of cost and non-refundable Tender fee of Rs. 2000/- in the form of crossed demand draft in favour of 'The Excise Commissioner, Uttarakhand' payable at Dehradun, must be physically submitted at the Department and scan copy of the demand draft should be enclosed in the bid.

**10. EARNEST MONEY DEPOSIT:-**

Earnest Money of Rs. 40,00,000/- (Rupees Forty Lakhs Only) in the shape of a crossed Demand Draft or Pay Order, drawn in favour of THE EXCISE COMMISSIONER, UTTARAKHAND payable at Dehradun should be submitted at the Department and scan copy of the demand draft should be enclosed in the bid. Any Tender which is not accompanied with Earnest Money will be rejected at the time of opening of the Tender. Payment of Earnest Money only by Demand Draft/ Pay Order will be acceptable. The earnest money of Successful Bidder shall be returned within fifteen days after furnishing of Security Deposit and earnest money of unsuccessful Bidder shall be returned within fifteen days after selection of Successful Bidder.

**11. The Testing charge** of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) only should be submitted at the Department in form of crossed demand draft drawn in favour of 'The Excise Commissioner, Uttarakhand', payable at Dehradun. The testing charge is non-refundable. Scan copy of the demand draft should be attached in the bid.

**12. PERT CHART FOR PRODUCTION: -**



The Successful Bidder shall Provide the hologram sample within 15 (fifteen) working days from the date of issue of work order & approval of artwork and start the supply of polyester based Security Holograms as per the design approved by the Excise Commissioner, Uttarakhand within 30 (Thirty) days from the date of issue of work order & approval of artwork, failing which the contract may be cancelled by the Excise Commissioner, Uttarakhand and the Successful Bidder shall be liable for compensating the loss incurred by the Excise Department for making alternative arrangements forgetting the supply of Security Hologram. The Delivery of Security Hologram shall be as per the schedule to be furnished by the Excise Commissioner, Uttarakhand at the time of placing order. The Successful Bidder shall submit PERT CHART indicating time frame for completing within 30 days the various steps involved in the production and supply of Security Hologram.

### **13. SECURITY DEPOSIT (PERFORMANCE GUARANTEE)**

- a. The Successful Bidder shall deposit Rs. 2,00,000,00 (Rs. Two Crores Only) as Security (Performance Guarantee) in the form of Bank Guarantee in favour of The Excise Commissioner, Uttarakhand within ten days from the date of acceptance of Tender i.e. issuance of Letter of Award. The Bank Guarantee shall be valid for a period of six months beyond the contract period.
- b. The said Security Deposit (Performance Guarantee) shall stand forfeited entirely or shall be appropriately adjusted according to the loss of revenue, in the event.
  - i. The supplies in part or in full are not affected to, in accordance with the delivery schedule;
  - OR
  - ii. In the event of rejection of consignment on account of sub-standard product and infringement of security requirements, not in conformity with the specifications;
  - OR
  - iii. Any breach of terms and conditions of Agreement.
- c. In case the Bidder whose tender is accepted, fails to deposit the Bank Guarantee within 10 (Ten) days and execute the contract agreement within 15 days from the date of acceptance of the tender, his tender will be rejected outrightly and earnest money shall stand forfeited.

### **14. LAW GOVERNING THE CONTRACT**

- a. The Law of India shall govern this contract.
- b. Irrespective of the place of delivery, the place of performance or place of payment under the contract shall be deemed to have been made at the place from where the acceptance of tender has been issued.
- c. In respect of all the tender conditions, the decision of the Excise Commissioner, Uttarakhand shall be final and binding. In the event of any dispute arising out of the

tender, such dispute would be subject to the jurisdiction of the Courts within the State of Uttarakhand.

## 15. SIGNING OF THE TENDER

- a. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not fully filled in. Specific attention must be paid to delivery dates and also to the general conditions of the contract.
- b. An individual signing the tender or any other documents connected with a contract must specify whether he/she signs as:-
  - i) A proprietor in case of a proprietary firm, or
  - ii) A partner of the firm, if it be in 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
  - iii) In case of above, copy of the partnership agreement or general power of attorney in either case, attested by Notary Public, and should be furnished to the Excise Department or an affidavit on stamp paper of all the partners admitting execution of the partnership agreements or the general power of attorney should be furnished.
  - iv) In 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.
  - v) A constituted attorney of the Bidder if it is a company, a copy of Board Resolution, copy of article of association and memorandum of association shall invariably be submitted with tender bid.
  - vi) 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/she has authority to sign such document and if, on enquiry it appears that the person so signed had no authority to do, so the Excise Department may, without prejudice to other civil or criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

## 16. OPENING OF TENDER BID & TECHNICAL EVALUATION

### **Bid Opening:**

The Bidders are liable to be present at or authorize a representative to be present at the opening of both Technical Bid 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 Bidder's behalf should be indicated in the tender bid.

- a) The designated Procurement Committee will perform the bid opening at the address, date and time specified in the Tender Document in the presence of Bidders or their authorised representatives who may choose to be present.

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- b) Technical bids of only those bidders shall be opened who have submitted the Original Demand Drafts of Tender Document Fee, EMD and Sample Testing Fee alongwith Hologram Samples with Sample Artwork upto the prescribed date & time.
- c) The Department shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of Tender Document Fee, EMD, Testing Fee alongwith Hologram Samples with Sample Artwork. The Bidders representatives who are present shall be required to sign the attendance sheet. The omission of a signature of Bidder's representative on the record of opening shall not invalidate the contents and effect of the record of opening. The members of the designated Committee shall also sign the record of opening with date.
- d) Annexure-II (Form of Technical Bid) will be opened on the due date of opening of the technical bid and the technical criteria will be evaluated by the Excise Department. Hologram Sample Box and Sealed Envelope containing Sample Artwork shall only be opened at the time of testing/ feature verification by the Department.
- e) Financial Bid will remain unopened and will be opened later on the date and time intimated to the Bidders who qualify in the technical evaluation.

**Technical Evaluation:**

- f) Technical evaluation shall be done by the designated committee on the basis of documents submitted by the bidders strictly in accordance with the Eligibility Criteria laid down in the Tender Document.
- g) Annexure-II (Form of Technical Bid) submitted by the bidders shall be examined.
- h) Technical Eligibility for the minimum qualifying technical marks under the QCBS Method (Quality cum Cost Based Selection) shall be evaluated.
- i) Testing/ Feature Verification of the Hologram Samples shall be conducted.
- j) Bidders who qualify in the technical evaluation as described above shall be invited for price bid opening.
- k) Selection of the successful bidder shall be done by QCBS Method (Quality cum Cost Based Selection) described in the tender after the opening of the price bid.

**17. PRICES**

- a. The prices once accepted by the Excise Department shall remain valid till the successful execution of the contract and till the supplies are fully effected and accepted. The Excise Department shall not entertain any increase or decrease in the basic rates during the period of execution of contract. However, if there are any upwards & downwards changes in the rate of taxes, duties or any additional levies during the contract period due to change in statutory provisions of State/Central, the consequential effect shall be applicable from the effective date of such change.
- b. The prices quoted must be net per one thousand Security Holograms and must include all delivery charges including the cost of master origination for delivery of Holograms at the office at the Excise Department at Dehradun or as instructed by the Excise Commissioner.

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- c. Prices quoted should be exclusive of GST applicable as on date as per Applicable Law.

## 18. COMMUNICATION OF ACCEPTANCE

- a. Acceptance of the tender by the Excise Department will be communicated by E-mail followed by registered post, for the said purposes a letter of award shall be sent by email & registered post or by hand delivery. The instructions contained in the above said letter of award should be acted upon immediately.
- b. The order shall be treated as complete if the supplies are made +0.1% of the ordered quantity.
- c. Quantity for supply of Security Hologram may vary according to the need of Excise Department.

## 19. FAILURE AND TERMINATION

If the successful bidder fails to deliver the Security Holograms or any instalments thereof within a period fixed for such delivery in the Supply Order/Agreement, the Excise Department may, without prejudice to the following right of the Excise Department, recover damages for breach of the contract;

- i. Purchase or authorize the procurement of Security Hologram from elsewhere without notice to the Supplier, on the account and at the risk of the Supplier of Security Holograms not so delivered or are not of the similar description exactly complying with particulars in the opinion of the Excise Department, which shall be final, without cancelling the contract in respect of the instalments not yet due for delivery or.
- ii. Cancel the Contract or a portion thereof and if so desired purchase or authorize the procurement of the Security Holograms not so delivered, or are not of the similar description exactly complying with the particulars in the opinion of the Excise Department, which shall be final, at the risk and cost of the Supplier
- iii. Where action is taken under sub-clause (a) or sub-clause (b), the Supplier shall be liable for any loss which the Excise Department may sustain on that account provided the purchase or, if there is an agreement to purchase; such agreement is made in case of failure to deliver the Security Holograms within period fixed for such delivery. The Supplier shall not be entitled to any gain or such purchase and the manner and method of such purchase shall be at the entire discretion of the Excise Department authorities. It may not be necessary for the Excise Department to serve any kind of notice of such purchase on the Supplier.
- iv. In case the Supplier fails to supply the required holograms in the specified period, or inferior quantity of Security Holograms are supplied or involved in any irregularities or breach of trust which causes any loss to the Excise Department; the Excise Department is empowered to adjust the entire Security Deposit and arrears of such loss, if any, may be recovered from the Supplier.

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**a) Termination for default:**

The department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part if:

- i. The Supplier fails to deliver any or all of the obligations within the Time period(s) specified in the contract, or any extension thereof granted by the department, OR
- ii. The Supplier fails to perform any other obligation (s) under the Contract.

**b) Termination for insolvency:**

The department may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to the department.

**c) Termination for convenience**

- The department may by written notice sent to the Supplier, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination be for the department's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- Except for the service that is complete in every respect and ready for execution within the stipulated time after the receipt of a notice, for the remaining applications/service, the department may elect:
  - a. To have any portion completed and delivered at the contract Terms and prices; and/or
  - b. To cancel the remainder/notice and pay to the Supplier, an agreed amount for the partially completed project/service.

**20. FORCE MAJEURE**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, Labour Strikes and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **21. PAYMENT UNDER THE CONTRACT**

The Liquor Manufacturers/Importers registered with the Excise Department (distillery/brewery/bottling unit/any other authorized by Excise Department) shall make advance payment in the name of Supplier for the procurement of Security Hologram and submit the same at the Excise Department Head Office. The Liquor Manufacturers/Importers registered with the Excise Department (distillery/brewery/bottling unit/any other authorized by Excise Department) shall procure the Security Hologram from Supplier through the Officer-in-charge authorized by Excise Commissioner and the payment to the supplier shall be released from the Department twice in a month after the supplies made by the supplier.

## **22. TENURE OF THE TENDER**

The period of contract shall be for 5 (five) years from the date of agreement. The Excise Department, Uttarakhand, however reserves the right to extend the period of contract for further one year or till further tender at its sole discretion on the same terms and conditions and at the same rate as quoted in the tender.

**23. NON PERFORMANCE OF THE TENDER/CONTRACT CONDITIONS WILL DISQUALIFY THE BIDDER TO PARTICIPATE IN THE TENDER FOR THE NEXT FIVE YEARS.**

**24. THE "PRICE BID" WILL BE OPENED OF ONLY THOSE BIDDERS WHO QUALIFY THE "TECHINCAL BID".**

**25. BID SUBMISSION:-** E-Tender must be submitted electronically through the e-tendering site of Uttarakhand State (<https://uktenders.gov.in>). No other form of bid submission is allowed. E-Tender to be uploaded in two parts/covers- 1. Technical Bid (pdf) and 2. Financial Bid (BOQ.xls). Price Bid shall only be submitted electronically on the e-procurement portal.

### **Technical Bid must consist of following documents:-**

- a. Scan copy of acceptable instrument towards Tender Fee, Earnest Money Deposit and Testing Fee. Physical Instruments to be submitted at the Department.
- b. Bidder's Technical Literature, catalogue, Pamphlets, etc. about the product.
- c. Tender Document with all requisite documents as required in the tender duly signed & stamped. The bid should be signed digitally by the Authorized Signatory.
- d. In case Bidder is a Company, resolution of Company authorizing the person to sign the tender documents. In case Bidder is a Registered Partnership Firm, authority of All Partners to sign the tender documents. In case Bidder is a Proprietary firm, the

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tender document shall be signed by Proprietor himself or authority of the Proprietor to sign the tender documents.

- e. In case tender is a Company, Memorandum of Association and Article of Association and Certificate of Incorporation should also be submitted. In case Bidder is a Partnership Firm, copy of Partnership Deed should be attached.
  - f. Documents required at Instructions to Bidders.
  - g. Document required at Proof of Facilities and Machineries of "General Terms and Conditions" and other documents as required in the tender.
26. Price Bid shall only be submitted on-line on the e-procurement portal and the draft format has been shown at Annexure-III. The Bidders are required to give their best prices for the manufacturing & supply of Security Holograms.
27. As explained above this E- tender is on "TWO BID" system. First the ANNEXURE-II will be opened on the due date of the opening of the technical bid and the technical criteria will be evaluated by the Excise Department. The hologram samples will be evaluated for its conformity of the required specifications. **Only those Bidders who qualify in the technical evaluation will be considered for Price Bid opening. Bidders who do not qualify in the technical evaluation will not be considered for Price Bid opening.**

Those who qualify the "Technical Bid" shall be invited to attend the "Price Bid" and intimation of the date will be given to them accordingly.

Those who do not qualify in the "Technical Bid" evaluation, their EMD shall be refunded thereafter.

**Hologram Samples shall be submitted as under :-**

- i) At least two spools of 1,000 (One Thousand) each of High Security Holograms containing the features as prescribed in Annexure-I in a sealed box and produced in the Bidder's own production unit shall be submitted by the Bidder for testing / feature verification.
- ii) The holograms submitted must be same as per the sample artwork submitted alongwith the samples. Each sample roll spool should be of different colour like Silver, Copper etc.
- iii) 2 similar sets of 2 different colour hologram samples like silver, Copper etc. pasted on every page in the sample artwork indicating each and every specification/feature very clearly shall be submitted by the bidder in a sealed envelope for technical evaluation of sample hologram by the department.
- iv) Non-submission of sample hologram rolls as per prescribed specifications and hologram samples with artwork not meeting the prescribed specifications shall be technically rejected.





Sample testing is the part of technical evaluation only. Samples of the bidders shall be checked/tested & features shall be verified and only those bidders whose samples are found correct along with technical qualification shall be invited for price bid opening.

28. Tender will be uploaded to e-procurement portal: [uktenders.gov.in](http://uktenders.gov.in) and **Payment Instruments towards Tender Fee, Earnest Money Deposit, Testing Fee along with Hologram Samples with sample artwork must reach to the Office of Excise Commissioner, Uttarakhand on/before the last date & time of the bid submission to the following address:-**

THE EXCISE COMMISSIONER  
GOVERNMENT OF UTTARAKHAND  
15/1, Gandhi Road, Near Tehsil Chowk, Dehradun - 248001

**LATE TENDERS, INCOMPLETE TENDERS AND THOSE NOT IN CONFORMITY WITH SPECIFICATIONS MENTIONED IN THIS TENDER DOCUMENT, SHALL NOT BE ENTERTAINED.**

Excise Department Government of Uttarakhand is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All the documents should be signed and stamped as token of acceptance of all the terms and conditions as enumerated in this Tender Document. Offers sent by fax or e-mail will not be accepted.

**29. SCOPE OF WORK IN THE TENDER**

The Department of Excise intends to procure High Security Holograms for affixing on liquor supplies in the State of Uttarakhand with an objective to ascertain the excise duty on each liquor bottle coming out of manufactories and to curb the tendency of outflow of non-duty paid liquor from the manufactories. This tender aims at procuring High Security Holograms with QR Code.

The tender document envisages the followings: -

1. Manufacturing and Supply of High Security Holograms with QR Code which shall be supplied strictly as per the technical specifications at **Annexure-1** of this tender document.
2. Setting up of a numbering unit/facility at the location/space/site allocated by the Excise Department to the successful bidder for the printing of QR Code & Inkjet sequential numbering on the Security Holograms at Dehradun or at any other location within the State of Uttarakhand under the supervision of the Department.
3. **Project Timeline:** The successful bidder until the completion of setting up of Numbering unit within the Uttarakhand State shall start supplying Security Holograms with QR Code & inkjet sequential numbering from its existing manufacturing unit so as to cater to the requirement of Security Holograms to the Department. The successful bidder shall provide the hologram sample within 15 (fifteen) working days from the



date of issue of work order & approval of artwork for necessary approval and start the supply of polyester based Security Holograms as per the design approved by the Excise Department, Uttarakhand within 30 (Thirty) days from the date of issue of work order & approval of artwork, failing which the contract may be cancelled by the Excise Department, Uttarakhand.

**General Conditions:-**

- d. The Hologram shall be in different colours for different varieties of Liquor as specified by the Excise Department, Government of Uttarakhand (herein after referred to as "Excise Department")
- e. The successful bidder/supplier shall ensure to the entire satisfaction of the Excise Department that the "MASTER" shall be kept in safe custody of Excise Commissioner. In case the "MASTER" of the Hologram is lost or damaged or tampered, by the supplier the Security Money / Earnest Money shall be forfeited by the Excise Department. The Master shall be the property of the Excise Department and hence the Successful Bidder shall return the original after completion of the order.
- f. The Bidder shall indemnify and hold harmless the purchaser and its employees and officers from any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature which the purchaser may suffer as a result of any alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise, existing at the date of the contact and involved in supply of tendered security holograms.
- g. The Supplier shall make necessary arrangement to ensure continued supply of Holograms in future as and when required by the Excise Department at the same rate as quoted in the tender until and unless this rate is revised under the provisions of this tender.
- h. The total number of Holograms to be supplied will be about 2 Crore or more Holograms per month. The quantity may vary according to consumption. The Holograms shall be supplied to different units as per time schedule from the premises as designated by the Excise Commissioner, Uttarakhand.
- i. It shall be obligatory on the part of the Successful Bidder to maintain adequate inventory of all categories of Security Holograms to cater to the needs for at least 15 days.
- j. The Successful Bidder shall facilitate the inspection of every stage of production of Holograms for the Excise Department authorities as and when they desire.
- k. In case, any direct or indirect loss is caused to the Excise Department on account of Supplier's intentional or unintentional, commission or omission, of an act, which directly or indirectly affects supply of quality of Holograms to Excise Department, the same shall be recovered as per the provisions of Terms and Condition of the tender.



1. The Successful Bidder shall provide testing equipment/ accessories at free of cost to the Excise Department to verify the hologram authenticity viz. Magnifying lenses, Taggant Readers (10 Units) & Special Identifier Film 100 (one hundred) pieces (pocket size) or as required by the department from time to time.

**ANNEXURE-1**

**SPECIFICATIONS OF THE HIGH SECURITY HOLOGRAM FOR APPLICATION ON LIQUOR BOTTLES**

01	<b>MASTER ORIGATION FEATURES</b>	<p>HIGH SECURITY MASTER MADE ON A SECURE SYSTEM CAPABLE OF GENERATING HIGH SECURITY MASTERS WITH RESOLUTION UPTO 1,20,000 DPI USING SINGLE OR MULTIPLE MASTER ORIGATION SYSTEM/S WHICH SHALL PROVIDE THE FOLLOWING FEATURES:</p> <ul style="list-style-type: none"> <li>• 2D/3D IMAGE</li> <li>• EXPANDING EFFECT</li> <li>• MODULATED DEPTH EFFECT</li> <li>• CONCEALED ANIMATED TEXT</li> <li>• LENS EFFECT</li> <li>• DIFFRACTIVE ANIMATED GUILLOCHE PATTERN</li> <li>• FOUR DIFFERENT CLR TEXT AT ONE POINT</li> <li>• MULTI-LEVEL ANIMATED EFFECT</li> <li>• MOTION EFFECT</li> <li>• MULTIPLE ANIMATED CLR IMAGE</li> <li>• PEARL EFFECT WITH 2 CHANNEL EFFECT</li> <li>• MICROTEXT</li> <li>• RASTER TEXT</li> <li>• NANOTEXT</li> <li>• EMBOSSSED EFFECT</li> </ul>
02	<b>NON HOLOGRAPHIC FEATURES</b>	<ol style="list-style-type: none"> <li>1. TAMPER EVIDENT</li> <li>2. HIDDEN TEXT ON COLOUR CHANGING BACKGROUND</li> <li>3. VISIBLE TEXT/IMAGE ON DEMETALISED AREA</li> <li>4. TAGGANT EFFECT</li> </ol>
03	<b>CODING ON HOLOGRAMS</b>	<p>SPECIALIZED CODE BY WHITE THROUGH CHEMICAL ETCHING PROCESS "IMFL" FOR INDIAN MADE FOREIGN LIQUOR, "CL" FOR COUNTRY LIQUOR, "BEER" FOR BEER, "WINE" FOR WINE AND YEAR SHOULD BE ENCODED IN THE HOLOGRAMS.</p>

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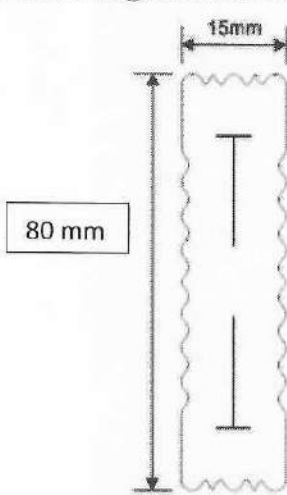
04	<b>SUGGESTIVE ARTWORK</b>	THE SUGGESTED ARTWORK (MINIMUM 3 OPTIONS) REQUIRED TO BE SUBMITTED IN THE BID CONTAINING ALL THE ABOVE-MENTIONED SECURITY FEATURES. THE ACTUAL DESIGN WOULD HOWEVER BE APPROVED BY THE DEPARTMENT ONLY AT THE TIME OF PLACEMENT OF THE ORDER. THE MASTER MAY BE CHANGED AT THE DISCRETION OF THE TENDERING AUTHORITY AT ANY TIME DURING THE CURRENCY OF THE TENDER AND THE BIDDER SHALL PRODUCE/ORIGINATE THE MASTER WITHIN TIME FRAMED SPECIFIED BY THE TENDERING AUTHORITY.
<b>SPECIFICATIONS OF THE HOLOGRAM – DETAILS</b>		
SIZE OF THE HOLOGRAM	15 MM (WIDTH) X 80 MM (LENGTH) [RECTANGULAR WITH SERRATED EDGES AND ROUND CORNERS] – WHICH CAN BE APPLIED BOTH AUTOMATICALLY AND MANUALLY	
FOIL TYPE	SHOULD HAVE MULTI-COLOUR WITH TAMPER EVIDENT STAMPING FOIL AND FEATURES AS PER ANNEXURE –1, SUITABLE FOR AUTOMATIC / MANUAL APPLICATION OVER THE NECK AND CAP OF THE LIQUOR BOTTLES, THE HOLOGRAM SHOULD BE AS PER THE DESIGN APPROVED AND FINALIZED BY THE DEPARTMENT.	
COLOUR OF THE HOLOGRAM	DIFFERENT COLOUR FOR DIFFERENT TYPES OF LIQUOR [IMFL, COUNTRY LIQUOR, WINE & BEER), WHICH WILL BE DECIDED BY DEPARTMENT FROM TIME TO TIME.	
VISIBLE TEXT/IMAGE ON DEMETALISED AREA (DE-METALISED TEXT/IMAGE EFFECT)	VISIBLE TEXT/IMAGE ON DEMETALISED AREA INCORPORATED ON HOLOGRAM SHOULD BE CRISP & CLEAR, READABLE BY NAKED EYE. THE TEXT/IMAGES WILL BE DECIDED BY THE DEPARTMENT. FEATURE SIZE SHOULD BE ATLEAST 8 MM (L) X 15 MM (W). THE TEXT/IMAGE SHALL BE IN MINIMUM 1 MM SIZE.	
HIDDEN TEXT ON COLOUR CHANGING BACKGROUND	A STRIPE OF DESIGN TRANSFERRED (BUT NOT LAMINATED) ON THE TOP OF THE HOLOGRAM WITH VISUAL HOLOGRAPHIC DESIGNS ON TOP LAYER AND HIDDEN TEXT “UK EXCISE” ENCRYPTED ON SECOND LAYER ON DIFFERENT COLOUR BACKGROUND. THIS HIDDEN FEATURE SHALL BE VISIBLE ONLY THROUGH A SPECIAL IDENTIFIER FILM. THE BACKGROUND COLOUR SHOULD CHANGE WHEN THE IDENTIFIER IS PLACED OVER THE FEATURE AND ROTATED IN DIFFERENT DEGREE ANGLES. THE HIDDEN TEXT TO BE DECIDED BY THE DEPARTMENT FROM TIME TO TIME. THE SIZE OF THE FEATURE SHOULD BE AT LEAST 6 MM X 15 MM. THIS FEATURE SHOULD COME OFF WITH THE TOP LAYER OF THE HOLOGRAM WHEN TAMPERED.	

TAGGANT EFFECT	THE HOLOGRAM SHOULD BE WITH COMPLETE TAGGANT EFFECT (OTHER THAN QR CODE PORTION AND HIDDEN TEXT PORTION) WHEREBY USING A SPECIAL READER WILL INDICATE THE GENUINENESS OF THE HOLOGRAM BY BLINKING OF LIGHT. IT SHOULD ENABLE TO PROVE THE AUTHENTICITY OF THE LIQUOR BY A SIMPLE FIELD TEST WHEN CONDUCTED WITH AN IMMEDIATE YES/NO RESULT (GREEN OR RED LIGHT). THE TAGGANT VERIFICATION SHOULD ALSO WORK, IF THE POLYESTER LAYER OF THE HOLOGRAM IS PEELED OFF OR TAMPERED WITH I.E. ON THE METALIZED PART WHICH REMAINS AFTER THE POLYESTER IS PEELED OFF.
HOLOGRAM SAMPLES	TWO SPOOLS OF 1000 (ONE THOUSAND) NOS. EACH OF HIGH SECURITY HOLOGRAMS CONTAINING THE FEATURES AS MENTIONED IN ANNEXURE-1 AND PRODUCED IN THE BIDDER'S OWN PRODUCTION UNIT SHALL BE SUBMITTED BY THE BIDDER FOR TESTING /FEATURE VERIFICATION AS A PART OF TECHNICAL EVALUATION AND THE TESTING CHARGES SHALL BE BORNE BY THE BIDDER. TENDERS RECEIVED WITHOUT HOLOGRAM SAMPLES SHALL BE REJECTED OUTRIGHLY AND SUCH BIDS SHALL NOT BE CONSIDERED FOR PRICE BID OPENING. THE SAMPLES SUBMITTED SHOULD BE THE SAME AS PER THE SAMPLE ARTWORK SUBMITTED.

### SPECIFICATION OF RAW MATERIALS

<b>1. POLYESTER FILM</b>		
01	TYPE	ULTRA CLEAR EMCL GRADE
02	THICKNESS	36 MICRONS + 5%
03	PRINTING COATING	MINIMUM 1.00 + 10% OPTICAL DENSITY
04	METALISING	2 MICRON + 5%
05	GRADE	FOOD GRADE
<b>2. SPECIFICATION OF THE ADHESIVE</b>		
01	TYPE	HOT MELT ADHESIVE
02	THICKNESS	THE TEMPERATURE OF 70° C ± 10% SUITABLE FOR AFFIXATION PARTY ON BOTTLE CAP AND PARTLY ON THE NECK OF THE GLASS / PET BOTTLE.
03	GRADE	22 GSM ± 10%
<b>3. SPECIFICATION OF THE RELEASE PAPER</b>		
01	THICKNESS	62± 10% GSM



02	COATING	SILICON BASED SOLVENT LESS COATING
<b>4. SPECIFICATION OF THE DIE CUTTING</b>		
01	SECURITY CUT	<p>(a) SECURITY CUTS IN FORM OF 'T' SHOULD BE PROVIDED AT BOTH THE ENDS OF THE HOLOGRAM FOR BETTER AFFIXATION ON THE SUBSTRATE AND TO MAKE SURE THAT THE HOLOGRAM IS COMPLETELY DAMAGED IN THE EVENT OF TRYING TO REMOVE IT FROM ITS ORIGINAL POSITION.</p> <p style="text-align: center;"><b>Serrated Edges All Around (with T-Cut)</b></p> 
<b>OTHER SPECIFICATION</b>		
01	FORM OF SUPPLY	SPOOL FORM WITH 3.0 MM $\pm$ 0.50 MM GAP BETWEEN TWO HOLOGRAM HORIZONTALLY AND 1.5 MM + 0.50 MM GAP VERTICALLY SUITABLE FOR AUTOMATIC AND MANUAL APPLICATION.
02	INKJET NUMBERING (ALPHA NUMERIC OF 10 DIGITS)	EACH HOLOGRAM HAS TO BE SERIALLY NUMBERED USING INKJET NUMBERING TO ENSURE PROPER ACCOUNTABILITY OF THE HOLOGARM (NUMBERING SHOULD NOT GET REMOVED BY RUBBING FINGERS). NUMBERING SEQUENCE SHALL BE APPROVED BY THE DEPT.
03	QR CODE	MINIMUM 6 x 6 MM IN SIZE AT THE TOP OF THE HOLOGRAM. QR CODE SHOULD BE CLEARLY READABLE BY SCANNER.
03	PACKAGING	THE HOLOGRAM SHOULD BE SUPPLIED IN CONTINUOUS SPOOL FORM HAVING 20,000 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 DEPARTMENT SHALL BE PACKED IN ONE CARTON FOR PROPER



		TRANSIT OF THE HOLOGRAM. EACH CARTON SHALL CONTAIN COMPLETE DETAILS OF HOLOGRAMS PACKED IN THAT CARTON WITH THE NUMBERING DETAILS AS SPECIFIED BY THE EXCISE DEPARTMENT.
04	DELIVERY OF THE HOLOGRAM	DELIVERY OF HOLOGRAMS FROM THE MANUFACTURING UNIT SHALL BE MADE TO THE OFFICE OF THE EXCISE COMMISSIONER, GOVERNMENT OF UTTARAKHAND, DEHRADUN OR AS INSTRUCTED BY THE DEPARTMENT.

**OTHER FEATURES;**

- a. THE LAYERS IN THE HOLOGRAM EXCEPT MICRO TEXT, NANO TEXT, CLR ANIMATED MULTIPLE TEXT/IMAGES, HIDDEN TEXT ON COLOUR CHANGING BACKGROUND ETC. SHALL BE VISIBLE FROM NAKED EYES.
- b. THE HOLOGRAM SHALL NOT BE AFFECTED BY NORMAL VARIATION IN ATMOSPHERIC CONDITIONS.
- c. THE SHELF LIFE OF THE HOLOGRAM SHALL BE MINIMUM TWO YEARS WITHOUT ANY DEFORMATION OR DETERIORATION UNDER NORMAL ATMOSPHERIC CONDITION.
- d. DIFFERENT COLOURS OF THE FOIL SHALL BE USED FOR DIFFERENT VARIETY OF LIQUORS LIKE IMFL, COUNTRY LIQUOR, BEER & WINE.
- e. THE HOLOGRAM SHALL BE RECTANGULAR WITH SERRATED EDGES AND ROUND CORNERS.
- f. THE HOLOGRAM SAMPLES TO BE SUBMITTED TO THE DEPARTMENT SHOULD BE THE SAME AS PER THE SAMPLE ARTWORK SUBMITTED.
- g. THE HOLOGRAM SHOULD BE SUITABLE FOR QR CODE & SEQUENTIAL INKJET NUMBERING VISIBLE BY NAKED EYE AS ALLOTTED BY THE DEPARTMENT.

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### 30. EVALUATION OF THE BIDS FOR SELECTION OF THE SUCCESSFUL BIDDER

Selection of L1, L2 & so on, bidders shall be done by **Quality cum Cost Based Selection Method (QCBS)** with details of technical & financial marking as follows:

SL#	Technical Score Evaluation Criteria	Marking System	Max. Marks
1	Bidder's Annual Turnover in each Financial Year i.e. 2020-21, 2021-22 & 2022-23	<ul style="list-style-type: none"> <li>• Less than 40 Cr. = 10 Marks</li> <li>• 40 Cr. or more = 20 Marks</li> </ul>	20
2	Bidder's Net worth as on 31-03-2023	<ul style="list-style-type: none"> <li>• Less than 10 Cr. = 10 Marks</li> <li>• 10 Cr. or more = 20 Marks</li> </ul>	20
3	Valid Quality Certifications	<ul style="list-style-type: none"> <li>• ASPA = 04 Marks</li> <li>• IHMA = 04 Marks</li> <li>• HSSMS = 04 Marks</li> <li>• ISO 9001-2015 = 04 Marks</li> <li>• ISO 14298-2013 = 04 Marks</li> </ul>	20
4	Bidder's experience in supply of Polyester based Security Holograms in State/UT Excise Department(s) in India	<ul style="list-style-type: none"> <li>• Less than in 5 FYs = 10 Marks</li> <li>• In atleast 5 FYs = 15 Marks</li> <li>• Currently supplying + experience in atleast 5 FYs = 20 Marks</li> </ul>	20
5	Bidder's experience of supplying Polyester Based Security Holograms with each and every Non-Holographic feature as mentioned in Annexure-1 of the tender document to State Excise Department(s) in India for affixation on liquor bottles	<ul style="list-style-type: none"> <li>• Atleast 1 Project = 20 Marks</li> </ul>	20
		<b>TOTAL TECHNICAL MARKS</b>	<b>100</b>

### EVALUATION OF THE BIDS UNDER QCBS METHOD

- Each Eligible Bidder would be given Technical Marks (TM) based on above evaluation.
- All Bidders would be ranked based on the Technical Marks (TM) scored by them. **Eligible technical score should be 70 or more in order to be technically qualified under QCBS.**
- Only those bidders scoring **atleast 70 technical marks** shall qualify for financial Bid opening. 80 percent weightage will be given to technical score and 20 percent weightage will be for financial score in the final Combined Technical & Financial Score (CTFS).



- Technical Score (TS) will be allotted weightage of 80% (Maximum Marks = 100) and the Financial Score (FS) will be allotted weightage of 20% (Maximum Marks = 100) in the computation of Final Score.
- The Bidder with Lowest Financial Quote shall be given 100 points (Eg. **Bidder A**) and all other Bidders (Eg. **Bidder B, Bidder C, etc.**) will be marked proportionately as per Financial Score Formula given below. The Financial Score (FS) of the financial quote/proposals of the other bidders (Eg. **Bidder B, Bidder C, etc.**) will be computed as per formula below:

**Financial Score FS (Bidder B) =  $100 \times \text{LFQ} / \text{FQ of Bidder B}$**

in which FS is the Financial Score of Bidder B; LFQ is the Lowest Financial Quote of Bidder A; FQ is the Financial Quote of the Bidder B whose financial quote/proposal is under consideration.

- Final Combined Technical & Financial Score (CTFS) for all technically qualified bidders will be computed using the following formula:  
**Final CTFS Score =  $0.8 \times \text{Technical Score} + 0.2 \times \text{Financial Score}$**
- The Technically Qualified Bidder who has the highest score in the final score i.e. Combined Technical & Financial Score (CTFS) shall be declared as the “**Preferred/Successful Bidder**” and shall be ranked as **L1 Bidder**. Bidders with lesser final scores shall be ranked as L2, L3 & so on respectively.



**ANNEXURE-II**  
**FORM OF TECHNICAL BID**

1	Name and Address of the Bidder	:	
a)	Registered Office	:	
b)	Administrative/Corporate/Head Office	:	
c)	Factory / Works	:	
2	Nature of Constitution of Bidder (Whether Proprietary Firm, Partnership Firm or Company Registered under The Companies Act) (Enclose Certificate)	:	
3	Name of the Chief Executive Officer and his phone/mobile numbers, e-mail address	:	
4	Name and Address of Proprietor/ Partners / Directors.	:	
5	Particulars of Registration No. & Date :	:	
a)	Registration No. and Date of Industrial License : (Attach copy of the registration certificate issued by Competent Authority of Industrial Department)	:	
b)	Registration No. & Date of Factory License (Attach a copy of certificate).	:	
c)	GST Registration No. (Attach copy of the registration certificate issued by the competent authority.	:	
d)	Income Tax PAN Certificate No. (Attach copy of PAN certificate and latest IT Return)	:	
6	<b>Details of Manufacturing Facilities:-</b>		
(A)	Master Origination System Capable of		
(i)	origination High security Master with minimum 5 (five) years of experience.		
(ii)	Whether Bidder has 5 (Five) years experience in above specified system.		
(iii)	Whether Bidder is presently capable to produce Hologram with resolution upto 1,20,000 (One Lac) DPI (with litho)		
(iv)	Whether Bidder is capable to provide Hologram with all security features as mentioned in Annexure-1 of this Tender Document.		
(v)	No. of machines for all processes viz. Embossing, Lamination, Die-cutting, Inspection, Electroforming etc. (Enclose		

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	complete machine list with no. of machines for each & every processes)	
(B)	i) Does the Bidder have complete manufacturing facilities in house within single premises to produce holograms as specified in ANNEXURE -I of tender specification	
	ii) Give details of machineries installed with quantity and capacity per month.	
	iii) Give manufacturing facilities available with Bidder on process – wise for specified hologram through process chart/diagram.	
C)	Give details of your manpower at the manufacturing unit: Technical Skilled Unskilled Total (For Technical Staff, provide their Qualification and experience)	
7	Documentary proof showing minimum five years experience of manufacturing & supply of security hologram along with master origination. Enclose documentary proof.	
8	Documentary proof showing experience of manufacturing & supplying of security hologram with each and every non-holographic feature as detailed in Annexure-1 in this tender document to State/UT Excise Department(s) in India for affixation on liquor bottles	
9	Documentary proof of supplying Polyester based Security Holograms in atleast 5 financial years to State/UT Excise department(s) in India.	
10	Give list of Government departments or Government Organisations to whom the security holograms have been supplied	
11	Arrangement for safe custody of Master. Provide details	
12	Membership of International Hologram Manufacturers Association (IHMA) and Authentication Solution Providers Association (ASPA). If yes attach latest certificates.	
13	HSSMS certificate details. Enclose valid certificate	
14	ISO -9001:2015 & ISO-14298:2013 certificate details. Enclose valid certificate	

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15	Whether the Bidder has minimum Network of Rs. 10 CR as on 31-03-2023. (Attach balance sheet & CA Certificate)	
16	Whether the Bidder having minimum turnover of Rs. 40 crores in each year for past 3 financial years. Attach Audited Annual Report for FY 2020-21, 2021-22 & 2022-23, and CA Certificate.	
17	How does the Bidder ensure total safety of the security Holograms to be produced at his works till the time they are delivered?	
18	<b>a) Tender Fee deposited vide D.D.</b> No..... Date ..... Name of Bank ..... Amount .....	
19	<b>a) Earnest Money deposited vide D.D.</b> No..... Date ..... Name of Bank ..... Amount .....	
20	<b>(b) Testing Fee deposited vide D.D.</b> No. .... Date ..... Name of Bank ..... Amount .....	
21	<b>Enclosed Holograms samples</b> (two spools of atleast 1000 holograms) with Sample Artwork	
22	<b>Enclose Affidavits on Rs. 100 stamp paper duly notarized as per followings:</b>  1) Point 13 (Instructions to Bidders) : 2) Point d (Eligibility of Bidder) : 3) Point b (Non Eligibility of Bidder) : 4) Point c (Non Eligibility of Bidder) :	
23	List of Annexures	:

**Note:**

- Demand Draft towards Tender Fee, Earnest Money Deposit & Testing Fee alongwith Hologram Samples with Sample Artwork are required to be submitted at the Office of Excise Commissioner, Dehradun on/before the last due date/time of bid submission, in absence of which, the bid shall be summarily rejected.
- In absence of any of the above five requisites, the bid shall be out-rightly rejected.




**DECLARATION**

I, Shri ..... (Proprietor / Partner/ Director/ Attorney Holder/Authorized Signatory of the Firm / Company) undertake and declare that above information are correct and abide by the terms & conditions of the tender documents.

Date .....

Place .....

Name & Signature of the Bidder  
along with seal and full address



**ANNEXURE-III****PRICE SCHEDULE (TO BE FILLED ON-LINE ONLY)**Tender Inviting Authority: Excise Commissioner, UttarakhandName of Work: Manufacturing & Supply of Polyester based Security Holograms

Tender Ref. No.: \_\_\_\_\_ dated \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Sl#	ITEM	Total Quantity (Units)	Rate per thousand in figures. Rs. P.	Rate per thousand in words in INR
(1)	(2)	(3)	(4)	(5)
1	<p><b>HIGH SECURITY HOLOGRAMS IN SPOOL FORM (AS PER THE SPECIFICATION MENTIONED IN ANNEXURE-1)</b></p> <p>THE PRICE QUOTED FOR HOLOGRAMS OF SIZE 80 mm X 15 mm (includes the cost of Master Origination &amp; Delivery Charges except GST as applicable)</p>	1,000 (one thousand) Holograms		

Note:-

- Price Bid must be submitted on-line only in BOQ.xls format on <https://uktenders.gov.in>
- Quoted Price must include the cost of Master Origination & delivery charges excluding GST as applicable. GST shall be extra as applicable laws.
- Conditional Rates will not be accepted and the offer will be summarily rejected.
- In case of discrepancy in words and figures in the rates quoted above the rates quoted in words shall be treated as final.

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

Dated:

Place:

**Signature of the Bidder  
along with Seal**



**DRAFT CONTRACT AGREEMENT**

This agreement made this ..... day of.....year between the Commissioner of Excise, Government of Uttarakhand (hereinafter referred to as the "Purchaser" which expression shall unless excluded by or is repugnant to the subject or context, be deemed to include its successors, and assignees) of the one part

and

M/s....., a proprietary firm or Partnership Firm Registered under Indian Partnership Act, 1932/LLP Act 2008 or Company Registered under Companies Act, 1956/2013 having its principal place of business at..... (hereinafter referred to as the "Supplier", which expression shall unless excluded by or in repugnant to the subject or context, be deemed to include his heirs, executors, administrators and assignees) of the other part.

Whereas the purchaser has awarded work vide Letter of Award No.....dated.....and now desirous of signing contract with the supplier for a period of five years from ..... to ..... under the tender no.....dated.....published by the purchaser.

And whereas it is considered necessary and expedient to incorporate the terms of the agreement in an instrument in writing

Now this agreement witnesses that, -

**1.VALIDITY OF AGREEMENT:**

This agreement shall remain valid for a period from..... to.....

**2. TECHNICAL SPECIFICATIONS OF HOLOGRAM:**

The supplier shall comply with the technical specifications of Security Holograms as detailed in the Tender Document dated.....

The signed tender document Dated.....submitted by supplier (successful bidder) on date.....will be part of this agreement henceforth and all the terms and conditions of the tender document shall be binding upon the supplier.

**DEFINITIONS:**

3. "Purchaser" means Commissioner of Excise, Government of Uttarakhand, Dehradun - 248001

4. "Office" means the Office of the Commissioner of Excise, Government of Uttarakhand, Dehradun - 248001

5. "Supplier" means the successful tenderer M/s.....for the manufacturing and supply of Polyester based Security Holograms as per the technical specifications detailed in the tender document.

#### **GENERAL**

6. The supplier shall implement all provisions of this contract and shall carry out all functions as directed by the purchaser in the tender document. The supplier shall be responsible for the scope of supply as envisaged in the tender document i.e. Manufacturing and Supply of High Security Holograms with QR Code which shall be supplied strictly as per the technical specifications at Annexure-1 of the tender document and Setting up of a numbering facility for the printing of QR Code & Inkjet sequential numbering on the Security Holograms within the State of Uttarakhand under the supervision of the Department as per the location allocated & approved by the Excise Department.

7. The supplier shall insure to the entire satisfaction of the purchaser that the "master shall be kept in safe custody and is not tampered with, lost or damaged. In case the "master" of the hologram is lost, damaged, or tampered, the purchaser shall forfeit the security deposit (performance guarantee), besides paying the cost of the master. The master shall be the property of the department of Excise, and hence the supplier shall return the original after completion of the order. The purchaser can also ask the supplier to keep the master with him in safe custody by signing custodian bond for the master.

8. The supplier shall make necessary arrangement to ensure continued supply of holograms in future within the contract period required by the purchaser at the same rate as quoted in the tender.

9. The holograms shall be supplied approx. 2 Crores or more per month shall be of size 15 mm (width) X 80 mm (length) given in roll/spool form and each roll of 20000 holograms.

10. Numbering on hologram and delivery should be done at the premises allocated to the successful bidder by the Excise Commissioner Uttarakhand and for which supplier shall pay a rent as mutually agreed between lesser and lessee.

11. The delivery of hologram would be as per the schedule to be furnished by the purchaser at the time of placing orders.

12 The supplier must have licensed production facility in India for the manufacturing of the desired Holograms.

13. The supplier shall not be allowed to sub-contract or sublet to any outside agency.



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

15. The supplier has furnished the Security Deposit (Performance Guarantee) of Rs. 2,00,00,000 (Rs. Two Crores only) in the form of bank guarantee.....

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

- (i) The supplies in part or in full are not affected in accordance with the delivery schedule.
- (ii) In the event of rejection of consignment on account of infringement of security requirements or not in conformity with the specifications or
- (iii) Any act of breach of trust.

#### 17. FAILURES AND TERMINATION

If the supplier fails to deliver the Security Holograms or any instalments thereof within a period fixed for such delivery in the Supply Order / Agreement, the Excise Department may, without prejudice to the following right of the Excise Department, recover damages for breach of the contract;

- a. Purchase or authorize the procurement of Security Hologram from elsewhere without notice to the Supplier, on the account and at the risk of the Supplier of Security Holograms or are not of the similar description exactly complying with particulars in the opinion of the Excise Department, which shall be final, without cancelling the contract in respect of the instalments not yet due for delivery or
- b. Cancel the Contract or a portion thereof and if so desired purchase or authorize the procurement of the Security Holograms not so delivered, or are not of the similar description exactly complying with the particulars in the opinion of the Excise Department, which shall be final, at the risk and cost of the Supplier
- c. Where action is taken under sub-clause (a) or sub-clause (b) above, the Supplier shall be liable for any loss which the Excise Department may sustain on that account provided the purchase or, if there is an agreement to purchase; such agreement is made in case of failure to deliver the Security Holograms within period fixed for such delivery.

The Supplier shall not be entitled to any gain or such purchase and the manner and method of such purchase shall be at the entire discretion of the Excise Department authorities. It may not be necessary for the Excise Department to serve any kind of notice of such purchase on the Supplier.



In case the Supplier fails to supply the required holograms in the specified period, or inferior quantity of Security Holograms are supplied or involved in any irregularities or breach of trust which causes any loss to the Excise Department; the Excise Department is empowered to adjust the entire Security Deposit (Performance Guarantee) and arrears of such loss, if any, may be recovered from the Supplier.

**a) Termination for default:**

The department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part if:

- a. The Supplier fails to deliver any or all of the obligations within the Time period(s) specified in the contract, or any extension thereof granted by the department; OR
- b. The Supplier fails to perform any other obligation (s) under the Contract.

**b) Termination for insolvency:**

The department may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to the department.

**c) Termination for convenience**

- The department may by written notice sent to the Supplier, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination be for the department's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- Except for the service/supply that is complete in every respect and ready for execution within the stipulated time after the receipt of a notice of the contract terms and prices, for the remaining service/supply, the department may elect:
  - c. To have any portion completed and delivered at the contract Terms and prices; and/or
  - d. To cancel the remainder and pay to the Supplier, an agreed amount for the partially completed service/supply.

**19. PAYMENTS UNDER THE CONTRACT**

(i) The Liquor Manufacturers/Importers registered with the Excise Department (distillery/brewery/bottling unit/any other authorized by Excise Department) shall make advance payment in the name of Supplier for the procurement of Security Hologram and submit the same at the Excise Department Head Office. The Liquor Manufacturers/Importers registered with the Excise Department (distillery/brewery/bottling unit/any other authorized by Excise Department) shall procure the Security Hologram from Supplier through the Officer-in-charge authorized by Excise Commissioner and the payment to the supplier shall be released from the Department twice in a month after the supplies made by the supplier.

*h*

(ii) In case of any defect found during usage the supplier will be liable and payment released will be deducted for such Holograms.

(iii) No advance payment shall be made to the supplier from Excise Department Head Office Dehradun. Payments shall only be released after the supplies made by the supplier as described in clause (i) above.

(iv) The inspection and acceptance of material shall be conducted by the purchaser or any officer authorized by him on his behalf on arrival of the material or during usage in their printing unit.

20. The security deposit (performance guarantee) made by the supplier shall be refundable to him after completion of the contract and after adjustment of amount if any due. No interest is payable on the security deposit.

21. If during the currency of the contract, the supplier or/and his representatives, workers or agents are found indulged in any activity which directly or indirectly is prejudicial to the interest of the purchaser or found guilty of indulging in any malpractice such as forgery , falsification or fabrication of any documents, bills, vouchers, delivery challans etc. or introduction of any liability in connection with the supply of hologram which amounts to an offence punishable under Indian penal code or any other enactment, the purchaser without prejudice to other legal rights shall have right to other amounts that may be lying with the office by way of bills on hand . All losses that may be incurred by the purchaser shall be recoverable from the supplier.

22. Non-performances of the tender/contract conditions will disqualify the supplier to participate in the tender for next five years.

**23. JURISDICTION**

The court at Uttarakhand alone shall have jurisdiction to decide any dispute arising out of or in respect of this contract.

24. In respect of all the tender conditions, the decision of the Excise Commissioner, Uttarakhand shall be final and binding. In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the courts within the state of Uttarakhand

M/s.....  
address.....  
Signature with Seal

Commissioner of Excise Uttarakhand  
address.....  
Signature with Seal

Witness: (1) & (2)

