

# **DEPARTMENT OF EXCISE**

**GOVERNMENT OF ORISSA  
BHUBANESWAR**

***TENDER FOR PRODUCTION AND SUPPLY OF  
POLYESTER HOLOGRAM EXCISE LABELS ON  
TURNKEY BASIS***

**DATE OF ISSUE :**

**DATE OF TENDER SUBMISSION :**

**NAME OF THE TENDERER :**

**ADDRESS AND PHONE NO. OF THE TENDERER :**

**TENDER FOR PRODUCTION AND SUPPLY OF  
POLYESTER SECURITY HOLOGRAM LABELS**

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**PART 1**

**TENDER NOTICE**

**INVITATION FOR TENDERS (1FT)**

**Tender No.**

**Date of issue:**

Sealed Tenders under two bid system are invited from licensed and reputed manufacturers for master origination, manufacture and supply of Polyester Security Hologram label as per specifications in Part 3.

**DUE DATE AND TIME:**

The Tenders should reach the office of the Department of Excise on or before " Tenders received after the due date and time will be summarily rejected.

**MODE OF DESPATCH:**

Tenders (both Technical and priced bids) should be addressed to the A.F.A.-cum-Under Secretary to Govt., Department of Excise, Odisha, by designation and should be only in sealed covers and sent by Registered Post with Acknowledgment due or handed over in person. Tenders received in ordinary covers without seal or through Fax will be summarily rejected.

**TWO PARTS TENDER:**

The tender schedule will be in two parts namely Technical bid and price bid.

**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 " will be as follows:

1. Instructions to tenderers duly signed and stamped.(as PART 2)
2. Specifications terms duly signed and stamped. (as PART 3)
3. Tender terms and conditions duly signed and stamped.(as PART 4 )
4. Detail of the tenderer duly signed and stamped. (as ANNEXURE I & ANNEXURE II)
5. Acceptable instrument towards. EARNEST MONEY DEPOSIT.
6. Tenderer's Technical Literature, Catalogue, Pamphlets, etc. about the product.
7. At least five (5) spools of Polyester Security Hologram Label in different colours. Sample in roll form each containing at least 10,000 Polyester Security Hologram Excise Labels of length 60 mm and width 15 mm as per the specifications mentioned in the tender has to be submitted along with the tender documents.

**PRICE BID:**

The second part of the tender namely ENVELOPE "B" should consist of the forms for the "PRICE BID" of Part-5 of tender duly filed in. The tenderer would be required to give their best prices in this form and insert it in ENVELOPE "B".

**ENVELOPE-C:**

Both these envelopes viz Envelope "A" and "B" duly sealed and superscribed with the words -- "ENVELOPE A -- TECHNICAL BID" and "ENVELOPE B -- PRICE BID" respectively are to be inserted in a sealed envelope marked as "ENVELOPE C".

**EVALUATION:**

As explained above, this Tender is of " TWO BID " system. First the" ENVELOPE "A" will be opened on the due date and time of opening of the tender and the technical and the commercial terms will be evaluated. 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. 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.

Technical evaluation will be done in a manner as deemed fit by the department. After opening the "Technical Bid" the committee constituted by the of Department of Excise, Orissa Government would get the technical capability of. the company and other details furnished by them, verified in a manner as deemed fit by the department. The decision of the said committee shall be communicated to the Tenderers after evaluation of the samples furnished by them made by a Technical expert.

REJECTION OF LATE TENDERS AND INCOMELETE TENDERS. LATE TENDERS WILL BE RETURNED UNOPENED. INCOMPLETE TENDERS AND THOSE NOT IN CONFORMITY WITH THE TENDER SPECIFICATIONS WILL NOT BE ENTERTAINED. THE DECISION OF THE SAID COMMITTEE SHALL BE FINAL AND BINDING.

Tender documents can be obtained from the office of the Excise Commissioner, Orissa, Cuttack or A.F.A-cum-Under Secretary to Govt., Excise Department, on payment of RS.10,000/- by demand draft or down loaded from the web site of the Excise Department Govt. of Orissa. The Demand Draft should be drawn in favour of the Excise Commissioner, Orissa, Cuttack or the A.F.A.-cum-Under Secretary to Govt., Excise Department as the case may be, payable at any Nationalized Bank at Bhubaneswar. The Tender documents downloaded from Web site should be accompanied with the Demand Draft.

**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 inks 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 Sales Tax Assessment Order duly authenticated must accompany the tender.
6. Tenderer should submit along with this tender, his Banker's Certificate regarding the financial standing and Bank Limits.
7. No interest will be paid on the Earnest Money Deposit or Security Deposit.
8. Tenderer should furnish particulars of their factory or workshop including location and machinery installed therein with the capacity of fabrication of those materials. They should also furnish list of parties to whom they have supplied during the last four years with quantity and proof.
9. The copy of the Board's Resolution authorizing the person to sign the Tender should be enclosed.
10. Tenderer is expected to examine all-instructions, form, terms, and specifications in the Tender Document. Failure to furnish all information required by 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 tender.
11. This Tender Document is not transferable. Not more than one tender against this Tender Document shall be submitted by one Tenderer. A separate tender shall be submitted for each Tender Document. Tenderer shall not combine tenders for different Tender Documents issued by this Department.
12. Tenderer shall furnish all information called for in different sections of this Tender Document. Tenderers not complying with this condition are liable to be rejected.
13. Tender prepared by Tenderer and all correspondence documents and any literature relating to the tenderer exchanged by Tenderer and the department shall in English language.
14. 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 tender.
15. Failure to comply with one or more conditions will disqualify the tenderer to participate in the tender.
16. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part and tenderer shall be black listed for future tenders.
17. Non performance of the tender / contract conditions will disqualify a firm to participate in the future tender.
18. At any time prior to the deadline for submission of bids, Department of Excise, Odisha Government for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

**PART-3**

**TECHNICAL SPECIFICATION OF THE HOLOGRAM &  
&  
PRODUCT SPECIFICATION**

**(A) MASTER ORIGINATION:**

- (I) high Security Masters, made from both 2D/3D conventional system and DOT MATRIX digital origination system with 6000 DPI or more recombined together with following features viz multi level animation effect, four channel effect, pearl effect with hidden micro text, washed raster image, concealed animated image and multiple LASER viewable animated covert image, two different laster viewable effect at same point, kinetic and diffracting animated GUILLOCHE patterns (Randomly computer generated pattern) for high security and the logo or emblem as suggested by the Officer authorized by the Govt. shall be incorporated in the hologram. The tenderer must possess both Dot Matrix and 2D/3D conventional Master Origination machines to produce Master as per above specifications.
- (II) The suggested artwork (at least 3 different designs) to be submitted by the Tenderer containing the above security features along with the Tender Documents and technical specifications. The design would, however, be finalized/ furnished by the Excise Commissioner only at the time of placing orders.
- (III) The master may be changed at the discretion of the Excise Commissioner at any time during the currency of the tender and the Tenderer should have the facilities to produce the master within the time frame specified by the Tendering authority.

**PRODUCT SPECIFICATION OF THE HOLOGRAM**

01	SIZE OF THE HOLOGRAM	15 MM (WIDTH) X 60 MM (LENGTH) (RECTANGULAR WITH ROUND AND SERRATED EDGE CORNERS) - WHICH CAN BE APPLIED BOTH AUTOMATICALLY AND MANUALLY
02	COLOUR OF THE HOLOGRAM FOIL	DIFFERENT COLOURS FOIL FOR DIFFERENT TYPES OF LIQUOR - WITH 10 COLOUR PRINTING IN REGISTRATION WORD "ODH.-EXCISE" IN ONE LINE.
03	TAMPER EVIDENT	HOLOGRAM FOIL WITH COMPLETE TAGGANT COATING SHOULD BE TAMPER EVIDENT- STAMPING FOIL- TYPE WHICH IS SELF DESTRUCTIVE, IF ANY, ATTEMPT IS MADE TO REMOVE THE HOLOGRAM. THE REGISTERED PRINTING SHOULD GO AWAY WITH PET FOIL & HOLOGRAPHIC IMAGE & FEATURES SHOULD TRANSFER ON BOTTLE PARTIALLY.

**SPECIFICATION OF THE FOIL**

01	TYPE	EMCL ULTRA CLEAR GRADE
02	THICKNESS	36 MICRONS +/- 5% OR ABOVE - TAMPER EVIDENT STAMPING FOIL
03	METALISING	2 MICRON +/- 5%
04	POLYESTER GRADE	FOOD GRADE

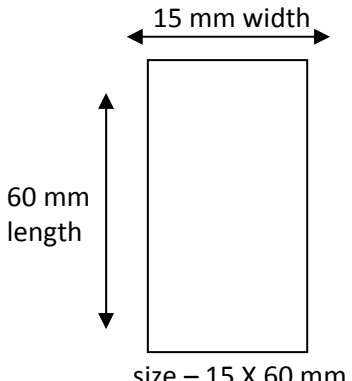
**SPECIFICATION OF THE ADHESIVE**

01	TYPE	HOT MELT ADHESIVE WHICH CAN WITH STAND THE TEMPERATURE OF 70° C ± 10% SUITABLE FOR AFFIXATION PARTLY ON BOTTLE CAP AND PARTLY ON THE NECK OF THE GLASS BOTTLE
02	THICKNESS	22 GSM ± 10%
03	GRADE	FOOD GRADE

**SPECIFICATION OF THE RELEASE PAPER**

01	THICKNESS	62 ± 10% GSM AND ABOVE GSM
02	COATING	SILICON BASED SOLVENT LESS COATING

**SPECIFICATION OF THE DIE CUTTING**

01	CUT	<p>(a)</p> <p>SECURITY CUTS IN FORM OF "T" AND SERRATED 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> <div style="text-align: center;">  <p>15 mm width</p> <p>60 mm length</p> <p>size - 15 X 60 mm</p> </div>
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**OTHER SPECIFICATIONS**

01	<b>FORM OF SUPPLY</b>	<p>SPOOL FORM WITH <math>3.0 \pm 0.50</math> MM GAP BETWEEN TWO HOLOGRAMS HORIZONTAL ALL Y AND <math>1.5 \text{ MM} \pm 0.50</math> MM GAP VERTICALLY SUITABLE FOR AUTOMATIC AND MANUAL APPLICATION.</p> <p>THE HOLOGRAM SAMPLE SHOULD HAVE IN COLOR FOIL WITH COMPLETE TAGGANT COATING WITH PRINTED TEXT AND SEQUENTIAL INKJET NUMBERING VISIBLE BY NAKED EYE.</p>
02	<b>INKJET / LASER NUMBERING</b>	<p>EACH HOLOGRAM HAS TO BE SERIALY NUMBERED USING INKJET AND LASER NUMBERING TO ENSURE PROPER ACCOUNT ABILITY OF THE HOLOGRAM.</p>
03	<b>PACKAGING</b>	<p>THE HOLOGRAM SHOULD BE SUPPLIED IN CONTINUOUS SPOOL FORM HAVING 10,000 HOLOGRAMS ON A SPOOL 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 THAT CARTON WITH THE NUMBERING DETAILS AS SPECIFIED BY THE EXCISE COMMISSIONER.</p>
04	<b>DELIVERY OF THE HOLOGRAM</b>	<p>DELIVERY OF HOLOGRAM SHALL BE MADE AT THE POINT FIXED BY THE EXCISE COMMISSIONER, ORISSA.</p>



**OTHER FEATURES:**

- a) LAYERS IN THE HOLOGRAM EXCEPT MICRO TEXT, ANIMATED COVERT LASER VIEWABLE MULTIPLE IMAGES, RASTER IMAGE 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 ONE YEAR WITHOUT ANY DEFORMATION OR DETERIORATION UNDER NORMAL ATMOSPHERIC CONDITION.
- d) DIFFERENT - COLOURS OF THE FOIL WITH COMPLETE TAGGANT COATING SHALL BE USED FOR DIFFERENT VARIETY OF LIQUORS.
- e) THE HOLOGRAM SHALL HAVE SERRATED EDGE ALL AROUND.
- f) THE HOLOGRAM SHOULD BE SUITABLE FOR SEQUENTIAL INKJET NUMBERING VISIBLE BY NAKED EYE.

**SPECIAL FEATURE :**

- (a) PURE MIRROR EFFECT WITHOUT ANY COLOUR IN WHICH THE VIEWER CAN SEE FULL FACE CLEARLY.  
THE SIZE OF THE MIRROR SHOULD BE 5 MM TO 6 MM DIAMETER.
- (b) UV NUMBERING IN ADDITION TO LASER AND INKJET NUMBERING.  
THE DEPARTMENT IS INTERESTED IN HIGH SECURITY HOLOGRAMS WHICH GIVE YOUR BEST POSSIBLE ADDITIONAL OPTIONS WITH SPECIFICATIONS/FEATURES ETC. ALONG WITH SAMPLES AND FULL DETAILS.

**PART 4**  
**GENERAL TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR TECHNICAL BID.**

(1) The tenderer should have licensed manufacturing facility including the Master origination facility in India all under one roof. In case a tenderer has a collaboration with any international manufacturer of Master Origination Facility, such Mastering Facility should be located in India under one roof.

**TURNOVER**

(2) The tenderer should have an annual turnover of not less than Rs. 5.00 crores per annum out of preceding three years, in the manufacture and supply of polyester security holograms only and not other products like holographic film, polyester, paper label, paper label with hologram, etc.

**NET WORTH**

(3) The tenderer must have minimum net worth of Rs. 10.00 Crores as on 31<sup>st</sup> March 2010. The tenderer must submit audited copy of balance sheet and a certificate from the Chartered Accountant to validate the net worth of the tenderer.

**EXPERIENCE**

(4) The tenderer should have at least 5 years of experience in the field of manufacture of Polyester based Security Holograms with master originations dot matrix 6000 DPI or above and all other facilities.

(5) The tenderer should have supplied Security Holograms of at least 30 Crores or above in one or more occasions to any State/ Central Excise Government Department in India.

**(6.1) ALL FACILITIES UNDER ONE ROOF:-** The tenderer should have the facility viz, Art work creation, Master Origination from two separate (i) 2D/3D Conventional system (ii) Digital Dot Matrix with minimum 6000 DPI or more mode recombined together to form a single master. Glass negative preparation, Developing of glass Master, recombining machine, Nickeling process, Metal Master preparation, embossing, lamination, Die-cutting, coating, inkjet machine, laser etching machine, 10 colour or above Rotogravure printing machine etc. and other intermediary processes involved in the manufacture of polyester security hologram under one roof. The tenderer who does not have all facilities under one roof will be ineligible to participate in the tender and their tender will be summarily rejected.

(6.2) The supplier has to guarantee/ submit an affidavit on Rs. 20/- Stamp Paper that the process from Artwork Creation to the finally production of polyester security 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 subcontracted.

**(7). Any trader, dealer, person, firm, company, unit or their directors, senior executives, their relatives and associate company/units etc. having any interest in the liquor and alcohol business or having licenses to deal in above related business within the state or any other state shall not be eligible to participate in this tender.**

(8) The tenderer must be a member of International Hologram Manufactures Association OR Hologram Manufacturers Association of India and for which copy of the certificate of International Hologram Manufactures Association - 2010 OR Hologram Manufacturers Association of India - 2010 to be submitted.

### **FACTORY ADDRESS TO BE FURNISHED**

(9) The tenderer shall be required to furnish the particulars of their factory/workshop including locations and machinery installed therein with their installed capacity for production of Polyester Security Hologram Excise labels. They should enclose proof of sales Tax registration number. Industrial Registration number etc., The tenderer should furnish the documents and purchase bills for all the equipments 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.

### **PROOF OF FACILITIES & MACHINERIES**

(10) The supplier must submit recent photograph 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 (if any) undertaken by the Department.

(11) The tenderer should also enclose proof of purchase or import of all the machineries required for all the manufacturing processes along with authentic document indicating the technical and manufacturing specifications of the various machineries.

(12) The Department may decide for physical verification of the manufacturing premises to ascertain his technical capability and manufacturing capability as part of technical evaluation to decide the eligibility of tenderer for opening the price bid.

(13) During the time of technical bid opening the tenderer must carry all original invoices, bill of entry, other documents in original to prove the documents enclosed in the tender are true. The department may also verify the authenticity of the documents from the machine manufacturers from whom the tenderer has purchased the machines.

### **E.M.D.**

(14) EARNEST MONEY DEPOSIT of RS.50,00,000/- (Rupees fifty lakhs) should accompany the tender in the form of a crossed Demand Draft or Pay Order, drawn in favour of the A.F.A.-cum-Under Secretary to Govt., Excise Department, Government of Orissa payable at Bhubaneswar, Orissa. Any tender which is not accompanied by Earnest Money will be rejected at the time of opening of the tender. Payment of Earnest Money by Cheque or any other form except by Demand Draft or Pay Order / Banker's Cheque will not be acceptable. No interest will be paid on the Earnest Money Deposit. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part.

### **SAMPLE HOLOGRAMS & TESTING FEE**

(15) (a) A testing charge of Rs. 20,000/- (Rupees twenty Thousand only) should be paid in the form of Demand Draft in favour of the A.F.A.-cum-Under Secretary to Govt., Excise Department, Government of Orissa payable at Bhubaneswar. The testing charge of Rs. 20,000/- (Rupees twenty thousand only) is non-refundable.

(b) (i) A sample of minimum of 5 (five) spool of Polyester Security Hologram Labels in roll form each containing a minimum of 10,000 Polyester Security hologram Excise labels of size 60 mm x 15 mm with the prescribed specification as mentioned in Part-3 should be enclosed along with the tender.

(ii) Each sample roll should be in different colour like Silver, Green, Copper, Gold, Pink, etc. to have a fair idea about various colour holograms.

(iii) Sample rolls - Take out 5 samples from each colour rolls submitted and paste the same on every page in the artwork of sample for evaluation of hologram by the department.

(iv) The art work of these samples having all the features as per the tender conditions shall be submitted along with the tender.

(v) (i) The highest importance shall be given to these samples and sample rolls submitted along with tender for assessing the capability of tenderer.

(ii) Non-submission of sample hologram rolls in five colours as per specifications mentioned in Part-3 or hologram samples submitted does not meet the specifications of Part-3 of the tender shall be technically rejected.

(iii) However the samples submitted along with the tender as per the tender specifications will be evaluated for qualifying in the technical bid and this is one of the most important criteria for evaluation. If the sample as per the tender specification of any tenderer fails in the evaluation then the tenderer will be technically disqualified.

#### **VALIDITY OF TENDER**

(16) The period of contract shall be three years from the date of signing of the contract. The Excise Commissioner however reserves the right to extend the period of contract of the successful tenderer with mutual consent with the supplier after expiry of the term of the contract for not exceeding one year and the Department of Excise may further increase the contract period for another one year.

#### **PERT CHART FOR PRODUCTION**

(17) The successful tenderer shall supply of Polyester Security Hologram Excise label as per the design approved by the Secretary to Govt., Excise Department, Government of Orissa within 30 days from the date of placement of purchase order failing which the contract will be cancelled by the Commissioner and the successful tenderer shall be liable for compensating the loss incurred by the Department for making alternative arrangement for getting the supply of Excise labels. The delivery of Polyester Security Hologram Labels shall be as per the schedule to be furnished by the Commissioner of Department of Excise, Orissa Government 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 Polyester Security Hologram labels.

#### **APPROVAL OF ART WORK**

(18) At the time of approval of the art work and the shooting of the master, appropriate technical verification may also 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 samples of Polyester Security Hologram label may also be subjected to technical evaluation to ascertain whether the Polyester Security Hologram label conforms to the technical specifications indicated in the tender document and is suitable for automatic application.

#### **SAFE CUSTODY OF MASTER**

(19) The successful tenderer should ensure, to the entire satisfaction of the Secretary to Govt., Excise Department, Government of Orissa that the "MASTER" shall be kept in safe custody and is not tampered with, lost or damaged. In case the "MASTER" of Polyester Security Hologram label is lost or damaged or tampered the Security Deposit / Earnest Money Deposit shall be forfeited besides recovering the cost of the Master by the Excise Department, Government of Orissa. Hence the successful tenderer shall return the original after completion of the order. The Secretary to Govt., Excise Department, Government of Orissa can also ask the successful tenderer to keep the Master with him in safe custody by signing a Custodian Bond for the Master. The Tendering Authority may at his discretion change the Master once in three months or at any time due to exigencies. On such direction from the Tendering Authority, the supplier should change the Master as per the design approved by Tendering Authority within such time as may be prescribed by him.

(20) The successful tenderer will be required to show the first sample of Polyester Security Hologram label within the time limit to be specified by the Secretary to Govt., Excise Department, Government of Orissa from the date of placement of purchase order along with the computer generated artwork for approval.

## **SUPPLY OF HOLOGRAMS**

(21) The successful tenderer shall make necessary arrangements to ensure continued supply of Polyester Security Hologram Labels within the tender period or the extended period as and when required by the Excise Department, Government of Orissa as per the terms & conditions of the tender.

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

(23) The tenderer should have a high security environment in his factory to ensure 100% guarantee of confidential and secrecy & security.

(24) The size of Polyester Security Hologram label shall be 60 mm. Length x 15 mm. Width. The number of Polyester Security Hologram Excise Label to be supplied per month will be approximately 3 - 4 Crore Labels of size 60mm x 15 mm. The quantity can be increased or decreased at the sole discretion of the Excise Commissioner, Department of Excise, Orissa Government.

## **SECURITY DEPOSIT**

(26) SECURITY DEPOSIT of Rs.1,00,00,000/- (Rupees One Crore Only) in the form of Demand Draft or Bank Guarantee in favour of Secretary to Govt., Excise Department, Government of Orissa shall be deposited by the successful tenderer for a period not less than 12 months within fifteen days from the date of acceptance of tender. The Bank Guarantee shall be renewed every year. The security deposit will be refunded only after satisfactory completion of supplies of Polyester Security 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.

(27) The Earnest Money Deposit of the successful tenderer shall be refunded within 15 days from the date of security deposit and signing of agreement.

(28) 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 Secretary to Govt., Excise Department, Government of Orissa.

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

(i) The supplies in part or in full are not effected in accordance with the delivery schedule;

(ii) In the event rejection of consignment on account of sub standard product and infringement of security requirements, not in conformity with the specifications;

(iii) Any act of breach of trust;

(IV) In case the tenderer, whose tender is accepted, fails to deposit the Bank Guarantee/or Demand Draft towards Security Deposit and execute the agreement as required by the Excise Department, Government of Orissa within fifteen days of acceptance of the tender, his tender will be rejected outright and the Earnest Money Deposit will be forfeited by department.

(V)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.

## **(30) SIGNING OF THE TENDER**

An individual signing the tender or any other documents connected with a contract must specify whether he signs as:

i) A "Sole Proprietor" of the firm or constituted attorney of such "Sole Proprietor"

ii) A partner of 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

iii) A constituted attorney of the "Firm" if it is company.

iv) In case of above, copy of the partnership agreement or general power of attorney in either case, attested by Notary Public, should be furnished to the Secretary to Govt., Excise Department,

Government of Orissa or an affidavit on stamped paper of all the partners admitting execution of partnership or the general power of attorney should be furnished.

v) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents

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 has authority to bind such other and if, on enquiry it appears that the person so signing 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.

**(31) OPENING OF TENDER.**

(i) The tenderers are at liberty to be present at or authorize a representative to be present at the opening of both the tenders, Technical and price bids, at the date and time as specified or informed by department. The name and address of the representative who would be attending the opening 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, in Orissa.

(ii) The bid shall be opened in presence of technically qualified tenderer's representative only.

**(32) PRICE**

a. The prices once accepted by the Procuring Entity viz., Excise Department, Government of Orissa shall remain valid till the successful execution of the order and till the supplies are fully effected and accepted. The Excise Department, Government of Orissa shall not entertain any increase in the rates during the period of execution.

b. The prices quoted must include all taxes, levies as applicable and all charges for production, supply and delivery at the office as specified by the Secretary to Govt., Excise Department, Government of Orissa.

**POLYESTER BASED SECURITY HOLOGRAM LABEL**

(33) POLYESTER BASED SECURITY HOLOGRAM EXCISE LABEL, BEING A HIGHLY TECHNICAL AS WELL AS SECURITY PRODUCT. THE SELECTION WILL BE BASED ON THE TECHNICAL EVALUATION AND THE DEPARTMENT OF EXCISE, GOVERNMENT OF ORISSA IS NOT BOUND TO ACCEPT THE LOWEST TENDER.

**(34) 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.

(35) The Excise Department, Government of Orissa reserves the right:

i) To reject all or any of the tenders without assigning any reason.

ii) To split up the tender as he deems necessary.

**(36) FAILURE AND TERMINATION**

If the supplier fails to deliver the Polyester Security Holograms or any installments thereof within a period fixed for such delivery in the tender, the Secretary to Govt., Excise Department, Government of Orissa 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 supplier, on the account and at the risk of the supplier.

ii. Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the Polyester Security Holograms not so delivered.

- iii. Where action is taken under sub-clause (i) or sub-clause (ii) above, the supplier 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 Secretary to Govt., Excise Department, Government of Orissa. It may not be necessary for the purchaser to serve any kind of notice of such purchase to the supplier.
  - v. In case the supplier fails to supply the required goods in the specified period, the Security Deposit will be forfeited.
- (37). If, during the currency of contract, the Supplier or / and his representatives, workers and agents are found indulging in any activity which directly or indirectly is prejudicial to the interest of the Excise Department, Government of Orissa 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 Polyester Security Holograms which amounts to an offence punishable under Indian Penal Code or any other enactment, the Secretary to Govt., Excise Department, Government of Orissa 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 his office by way of Bills on Hand. All losses that may be incurred by his office shall be recoverable from the supplier.
- (38) **Providing false information in tender non performance of the tender / contract conditions will disqualify and black list a firm.**
- (39) **PAYMENT UNDER THE CONTRACT:**
- (i) payment for the delivery of the Polyester based Hologram Label will be made on submission of the bills subject to inspection and satisfactory use of the Hologram delivered.
  - (ii) No advance payment will be made towards the supply of Hologram.
- (42) **LAW GOVERNING THE CONTRACT:**
- (I) The Law of India shall govern this contract.
  - (II) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
  - (III) The disputes if any under this contract may be resolved under the provision of Arbitration and Conciliation Act, 1996.
  - (IV) In respect of all the tender conditions, the decision of the government in Excise Department, Orissa shall be final and binding. In the event of any dispute arising out of the tender, the same shall be subject to the jurisdiction of the Civil Courts at Cuttack or Bhubaneswar.

Last date of submission of tender form:

Date of opening of tender and technical bid:

**PART 5**

**TENDER FORM AND PRICE SCHEDULE**

**Tender for Production and Supply of Polyester Security Hologram Excise Labels**

**[A]**

**PRICE BID FOR MASTER ORIGATION**

ITEM TO BE SUPPLIED	ORIGATION COST (TO BE MENTIONED BOTH IN FIGURES AND WORDS)
High Security Master made from both 2D/3D conventional origination system and DOT MATRIX digital origination system with 6000 DPI or more recombined together with multi level animation effect, four channel effect at one point, pearl effect with text, washed raster image, concealed animated image and multiple LASER viewable animated convert image, two different laser viewable effects at one point, kinetic and diffractive animated GUILLOCHE patterns (Randomly computer generated pattern) for high security with mirror effect.	(A) Cost for First Origination:  (B) Cost for Subsequent Origination:

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

Dated:

Place:

Signature of Tenderer alongwith seal  
and full address.



**TENDER FORM AND PRICE SCHEDULE**

**Tender for Production and Supply of Polyester Security Hologram Excise Labels**

**[B]**

**PRICE BID FOR POLYESTER BASED SECURITY HOLOGRAM EXCISE LABEL**

ITEM TO BE SUPPLIED	PRICE (TO BE MENTIONED BOTH IN FIGURES AND WORDS) (PRICE FOR 1000 NOS.BASIS)
Polyester based Hologram Excise Adhesive Label (as per the specification mentioned in Part-3). The price quoted should be per Hologram Excise label of size 60 mm X 15 mm	Size: 60mm (length) X 15 mm (width)

Dated:

Place:

Signature of Tenderer alongwith  
seal and full address.

**ANNEXURE-I**

**PARTICULARS OF THE TENDERER**

1.	Name and Address of Tenderer (a) Registered Office  (b) Administrative Office  (c) Factory		
2.	Nature of Constitution of Tenderer (Whether Individual, Partnership Firm or Company Registered under the Company's Act, 1956 (Enclose Certificate)		
3.	Name of the Chief Executive Officer and his phone numbers/ Fax No.		
4.	Name and Address of Proprietor/ Partners/ Directors.		
5.	Registration No. & Date (a) In respect of certificate from industry authority (attach copy of the registration Certificate) issued by the Competent Authority of Industry Department. (b) Copy of the certificate of incorporation and Memorandum of Association and Article of Association if the supplier is a company registered under Company's Act., 1956. (c) Certificate from labour Department.		
6.	Sales Tax/ VAT Clearance Certificate (Attach copy of the Certificate issued by Competent Authority)		
7.	(i) Income Tax Clearance Certificate. (ii) Income Tax PAN (attach photocopy of Income Tax PAN) (iii) Copy of last Income Tax return furnished to Income Tax Department.		
8.	(A) Detail of Manufacturing Facilities as on date. Master Origination Laboratory  Master Origination Machines (a) 2D/3D Conventional (b) Dot Matrix 6000 dpi or above (i) Embossing Machines, if yes	YES  YES YES YES YES	NO  NO NO NO NO

	<p>Number of Embossing Machines.</p> <p>(ii) Lamination Unit</p> <p>(iii) Die-cutting machines, if yes</p> <p>No of Die-cutting machines.</p> <p>(iv) Elector forming System</p> <p>(v) K Slitting machine, if yes</p> <p>Number of slitting K machines.</p> <p>(vi) Security Equipment (like CCTV, Access Control) :</p> <p>(B) Detail of the production capacity per day:</p> <p>(C) Details of manpower employed.</p> <p>(i) Master Origination :</p> <p>(ii) Chemist :</p> <p>(iii) Mechanical :</p> <p>(iv) Any others:</p> <p>Total (For Technical Staff attach details of their Qualifications and Experience)</p>	<p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p>	<p>NO</p> <p>NO</p> <p>NO</p> <p>NO</p>
9.	Give details of major clients alongwith their corresponding samples. Give details of about two clients to whom the Tenderer has supplied 30 Crores Holograms.		
10.	Give details of Government job executed by the Tenderer in past. (Documentary proof to be attached)		
11.	Whether the tenderer has been awarded Membership of any International Hologram Manufactures Association and Hologram Manufacturers Association of India for the year 2009-10. If yes, give details alongwith supporting documents.		
12.	Does the Tenderer have any collaboration or Joint Venture with any Foreign Firm. If yes, give details along with supporting documents.		
13.	How does the Tenderer ensure total safety of the Holograms to be produced at his work shop till the time they are delivered.		

14.	No. & date of the Demand Draft/ Pay Order of Rs.50,00,000/- drawn in favour of Under Secretary to Govt., Excise Department, Government of Orissa towards Earnest Money Deposit payable in any Nationalized Bank, Bhubaneswar. (attach original Demand Draft/ Pay order)	
15.	No. and date of Demand Draft/ Banker's Cheque drawn in favour of Establishment Officer, Office of the Excise Commissioner, Orissa, Cuttack, Rajaswa Bhawan, Cuttack or A.F.A.-cum-Under Secretary to Govt., Excise Department/ Money Receipt of the Office of the Excise Commissioner, Orissa, Cuttack of Rs.10,000/- towards non-refundable application fee (attach original Demand Draft/ Banker's Cheque/ Money Receipt)	
16.	Copies of experience certificate, if any, in the field of Printing work.	
17.	All other points as per Tender document.	
18.	List of Annexures	

I, Shri \_\_\_\_\_ (M.D. of Company/ Parter of the Firm/ Proprietor) undertake and declare that the above information are correct and to abide by the terms and conditions of the tender document.

Dated

Place

Full signature of the Tenderer  
alongwith seal and full address.

**ANNEXURE – II**

**SAMPLE OF POLYESTER BASED HOLOGRAM EXCISE LABEL**