

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A Unit of H.P. Government Undertaking)



e-TENDER
FOR
Identification of Hologram Supplier for Department of
State Taxes & Excise, Himachal Pradesh

E-Tender No: HPSEDC/Hologram/E&TD/2K25-7508

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,
1st FLOOR, I.T BHAWAN, MEHLI, SHIMLA-171013, H.P.
Tel. Nos.: 0177-2623259, 2623043, 2623513.
Email: procurement@hpsedc.in

Website: www.hpsedc.in, tender document can also be downloaded from
<https://hptenders.gov.in>

24/10/2025

INDEX

INVITATION FOR E-BIDS	3
GIST OF IMPORTANT GENERAL CONDITIONS	4
SECTION 2	9
INSTRUCTIONS TO BIDDERS	9
A- INTRODUCTION	9
B- TENDER DOCUMENT	17
C - PREPARATION OF BIDS	17
D-SUBMISSION OF BIDS	20
E-BID OPENING AND EVALUATION	22
F - AWARD OF CONTRACT	27
SECTION-3	29
GENERAL CONDITIONS OF THE TENDER & CONTRACT	29
SECTION-4	38
TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS	38
FORM-C	40
FORM- D	42
SCHEDULE - I	44
ANNEXURE-I	46
SECTION – V	46
TECHNICAL SPECIFICATIONS AND COMPLIANCE SHEETS ANNEXURES	46
Item Name: Polyester Excise Hologram Qty: 15,00,00,000 (approx.)	46
Performance Bank Guarantee Template	47
PRE – BID QUERIES	52
(To be submitted in excel file format at procurement@hpsedc.in)	52

SECTION-I
INVITATION FOR E-BIDS

E-TENDER NO: HPSEDC/Hologram/E&TD/2K25-7508

Note: The Press e-Tender Notice published in following daily Newspapers for inviting e-Tenders for Procurement of Hologram for Department of State Taxes and Excise, Himachal Pradesh during warranty period and post warranty period. In case there is any decrease/increase in prices, HPSEDC may ask the bidders to submit revised quotes in sealed envelopes. The tender is valid for a period of 3 year from the date of placing of order and extendable by another 2 years on the same terms & condition by the Commissioner of State Taxes and Excise, HP, Shimla-9. The tender notice will be published in the following new papers.

1. Divya Himachal (Chandigarh/ Delhi Edition)
2. The Tribune (Chandigarh/ Delhi Edition)

The detailed e-Tender document contained in following sections has been prepared to elaborate all techno-commercial conditions of this tender. In case of any discrepancy between the Press Advertisement and detailed provisions of this Tender Document, the latter will prevail. For any further changes (if any, based on feedback/ queries from any quarter and pre-bid meeting) in this tender document, please see its updated version/corrigendum on www.hpsedc.in and <https://hptenders.gov.in>.

A) Online bids are invited from reputed Security printers who must be a current member of International Hologram Manufacturers Association and Authentication Solution Provider's Association for any of the last five years with facility for Master Origination, Printing, Manufacturing and supply of polyester Excise Hologram Security Labels with computerised variable data printing facilities as per specifications in the tender for printing and supply of Excise Adhesive Labels.

GIST OF IMPORTANT GENERAL CONDITIONS

- 1) The tender has been floated for Procurement of Hologram for Department of State Taxes and Excise, Himachal Pradesh as per specifications mentioned in Annexure- “I”. The rate will be finalised on lowest (L1) rate in gross bid value. **Only L1 rates** will be conveyed and accordingly purchase orders would be placed for only L1 bidder's rates. However, since the holograms are to be procured and supplied so reasonability of the rates would be ascertained by the tender committee w.r.t. other tenders/ rate contracts in the market. Bidders have to ensure that the **rates quoted for this tender/ rate contract are better** (or at least equal) than the rates in other rate contracts/ government supplies or open market anywhere else in the country for similar volume of supply being made.
- 2) After finalizing the L1 rates, supply order shall be awarded to the supplier of the item quoting the lowest rate. The successful bidder shall have to sign an agreement in the prescribed form within 15 days of the receipt of the Letter of Award of Contract. Quantity of required item is tentative only, which can be enhanced or reduced as per requirement.
- 3) **Delivery Time Period:** The rates should be F.O.R destination. The supplier shall have to deliver the supply within 15 days from the date of issue of supply order. Delayed supplies beyond 15 days from the date of supply order will be subject to liquidated damages @0.5 % per week or part thereof on the contract price subject to maximum of 10% of the contract price beyond which supply order will be liable to be cancelled.
- 4) The committee reserves the right to negotiate the rates with L1 bidder to bring them to a reasonable level based on the best prices offered by other bidders and current market rates.
- 5) **Price fall:** The price charges for the item supplied by the supplier shall in no event exceed the lowest price at which the supplier sells the items or offer to sell items of identical description to any person/organization including the purchaser or any department of Centre/State Govt. or any statutory undertaking of Central/State Govt. as the case may be during the period till the completion of delivery of items as per supply orders is completed.

- 6) Tenders not conforming to the essential requirements, as per the terms & conditions of the tender will be rejected and no correspondence thereof shall be entertained whatsoever.
- 7) Any prospective bidder can procure the Tender Document from the “H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., FIRST FLOOR, I.T. BHAWAN, MEHLI, SHIMLA-171013, (H.P)”. Tender can also be downloaded from website <http://www.hpsedc.in> and <https://hptender.gov.in>.

The tender document will be available on all working days upto last date of bids submission on payment of Rs.5000/- (Rupees Five Thousand only) non-refundable, by demand draft/ RTGS in favour of “HP State Electronics Development Corporation Ltd., Shimla” payable at Shimla. If the tender document is downloaded from the website, the tender fee will have to be deposited along with the bid as a separate bank draft. E-tenders will be uploaded on HP Government e-Procurement portal <https://hptenders.gov.in> as well on HPSEDC website www.hpsedc.in. Interested bidder can participate by procuring tender.

3) SCHEDULE OF THE TENDER PROCESS:

S. No.	Information	Details
1.	RFP No. and Date	No: HPSEDC/Hologram/E&TD/2K25-7508 Date: 24/10/2025
2.	Price of Tender Document	Rs 5000/-
3.	Earnest Money Deposit	Rs 10,00,000/-
4.	Bid validity period	The bids shall be valid for a period of 180 days from the date of submission of Bid. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
5.	Pre-Bid Meeting	Pre-Bid meeting will also be held on 31/10/2025 at 11:30AM through video conference. Video Conferencing link is as under: https://meet.google.com/swh-wafe-ahe
6.	Bid submission start date	07/11/2025 (11:00 AM)
7.	Bid submission End date	17/11/2025 (02:30 PM)
8.	Opening of e-Tenders Bids	18/11/2025 (02:30 PM)
9.	Tender Download Site	www.hpsedc.in & https://hptenders.gov.in
10.	Venue	H.P. State Electronics Development Corporation Ltd., 1 st Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

- (i) Eligibility-cum-Technical Bids shall be opened initially, and eligibility documents will be evaluated.
- (ii) Thereafter Technical Bids of Eligible Bidders shall be evaluated.
- (iii) Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.

*** Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website www.hpsedc.in or <https://hptenders.gov.in> only.*

- 4) Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/ modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

5) INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

5.1 Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e., <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232

5.2 Obtaining a Digital Certificate:

- 5.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 5.2.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- 5.2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and keep the copies at safe place under proper security (for its use in case of emergencies).
- 5.2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm must authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.

Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

5.2.5 In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

5.2.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

5.2.7 Pre-requisites for online bidding:

In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup is available on the Home page of the e-tendering Portal.

5.3 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://www.hptenders.gov.in>

5.4 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and www.hpsedc.gov.in.

5.5 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

5.6 Bid Preparation (Qualification & Financial)

5.6.1 Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 2 of the Table.

5.6.2 The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).

5.6.3 The bidders shall quote the prices in price bid format only.

5.6.4 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.

5.6.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.

5.6.6 For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>., and click on the available link 'How to ...?' to download the file.

5.6.7 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

NB: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website www.hpsedc.in and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.

SECTION 2
INSTRUCTIONS TO BIDDERS
A- INTRODUCTION

2.1. Eligible Bidders

Sr. No.	Pre- Qualification Criteria	Required details to be accompanying the Bid document
1.	The Bidder should be registered under Companies Act, 1956/2013 or Partnership Act 1932 in India / Proprietorship in India	Self-certified Certificate of Incorporation / Partnership Deed/ Declaration regarding Proprietorship along with copy of PAN and GST
2.	(i) Tender Document Fee in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13. (ii) Earnest Money Deposit (EMD) in the shape of Demand Draft/ RTGS/BG valid for 180 days in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.	(i) Demand Draft (DD)/RTGS of Rs. 5,000/- (Rupees Five Thousand only) (ii) EMD Fee: Rs 10,00,000/- DD / BG/ EMD may be submitted through RTGS in HPSEDC Account no. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP. Receipt/Copy of the demand draft/ RTGS should also be uploaded alongwith the bid document. Original copies of DD should reach this office before final date of bid submission.
3.	The bidder should have an average annual turnover of not less than Rs. 24 Crores during the preceding three years (FY 22-23, FY 2023-24 & 2024-25), from all its activities including hologram	Certificate from the Chartered Accountant
4.	The bidder should have positive “Net worth” in any of last two years out of last three years.	Certificate from the chartered accountant to validate the net worth.
5.	The bidder should have at least 5 (five) years of experience in the field of manufacturing of security Hologram or mastering lab and should be presently capable to produce polyester based Security Hologram.	The relevant documents (supply order-cum-completion certificate) should be attached with the bid.
6.	The bidder should have supplied at least 5 crores full polyester based security hologram labels to any State for Excise Department	The relevant documents (supply order-cum-completion certificate) should be attached with the bid document with a

	during any one of the last five financial years (FY 22-23, FY 2023-24 & 2024-25). The bidder must have direct agreement with the department or must have received direct purchase order from the department.	certificate from the concerned Department of successful delivery.
7.	The bidder must have experience in supplying Excise holograms to any State Excise Department only in India for affixation on liquor bottles. The features must have been manufactured completely in house in one premises.	Relevant documents to be enclosed with the bid.
8.	The bidder should furnish an affidavit on Rs. 100/- Stamp Paper duly attested by Notary that the bidder is not under liquidation, court receivership or similar proceedings and should not be bankrupt.	To be submitted as per FORM C
9.	The bidder has to guarantee/submit an affidavit on Rs.100/- Stamp Paper that all the compulsory processes from artwork creation to the final production of polyester-based security hologram label as stated in bid document shall be carried out in house and none will be sub-contracted or sublet to any outside agency. This may be verified by the inspection team at the time of inspection.	Relevant documents to be enclosed with the bid.
10.	The bidder must be a member of International Hologram Manufactures Association and ASPA (Authentication Solution Providers Association- formerly known as Hologram manufacturers association of India) and for which copy of the certificate of International Hologram Manufactures Association 2023 and Authentication Solution Providers Association of India 2023 should be submitted.	Relevant documents to be enclosed with the bid.
11.	Bidder should have ISO-9001:2015 Certification for their manufacturing facilities should possess the consent-letter and Authorization for Hazardous waste from the concerned State Pollution Control Board and a copy of the same should be enclosed with the tender.	Relevant certifications to be enclosed with the bid.
12.	Bidder must have HSSMS (Hologram Safety	Relevant certifications to be enclosed

	and Security Management System) certificate.	with the bid.
13.	A sample of a minimum of 1 (one) spool of security holograms in roll form each containing a minimum of 500 high security holograms of size 15 mm x 75 mm with the prescribed specification and also an artwork of hologram samples (at least 3 samples) indicating individual features should be submitted to this office before last date of bid submission.	The submission of samples as per tender specifications is important part of the tender to assess the capability and technology of the bidder.
14.	Bidder will upload undertaking to the effect that I/we are not participating in the bidding process by pooling other firms or sister firms and any incident/ evidence of pooling may result in deep debarring of our firm participating in future tender.	Bidder to upload undertaking to this effect with bid.
15.	The bidder should have licensed manufacturing facility including the Master origination facility in India, all in one premises.	Relevant documents to ascertain the same should be attached
16.	Acceptance to Terms and conditions of the bid document	To be submitted as per FORM D

Additional Conditions/ clarifications:

1. The EMD will not carry any interest. EMD of successful Tenderer shall be retained upto the contract period and shall be returned after one month of completion of the contract to the best satisfaction of the department. EMD shall be forfeited under following conditions:
 - If the bidder withdraws the bid before expiry of the validity period.
 - During the evaluation process, if Bidder indulges in any such activity as would jeopardize the process, the decision of Department of State Taxes and Excise regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
 - If Bidder violates any of the provisions of the terms and conditions of the proposal
 - In the case of a successful Bidder, if Bidder fails to:
 - a) Accept the work order along with the terms and conditions.
 - b) Furnish performance security.
 - c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - d) Submitting false/misleading information/declaration/document/proof.
2. Earnest Money Deposit of the unsuccessful bidders will be refunded within one month from the date of finalization of tenders without any interest. Earnest Money Deposit of the successful bidder shall be forfeited if an agreement is not signed by the bidder in the prescribed form within 15 days of the receipt of the Letter of Award of Contract.
3. The price quoted by the bidder should not, in any case exceed the controlled price, if any fixed by the Central/State govt. The rates quoted by the bidder should be firm & valid up to Contract period. Prices quoted shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement.
4. No interest on EMD & Performance Security and any deferred/ delayed payments arising out of this assignment shall be payable in any case whatsoever. The Tax Deduction at source (TDS) shall be deducted from the payment of supplier at prescribed rates under the GST/Income Tax Act/ Rules.
5. No revision of rates or escalation of price due to any reason(s) will be accepted after bids are opened.
6. The Supplier shall be responsible for any breakage/ pilferage/ damage caused to any of the Items being supplied, during transportation.
7. All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term

“origin” used in this clause means the place where the goods are produced or manufactured or from where the related services are arranged and supplied.

8. If the Item supplied by the Supplier are found substandard or below the required specification(s), it shall be viewed very seriously and the Supplier will be responsible to replace the consignment at his own cost. In case of failure to do so, the Performance Security shall be forfeited.
9. The successful supplier shall not be allowed to transfer, assign, pledge or sub-contracts the work to any party without the prior written consent of the authority.
10. Any attempt of negotiations direct or indirect on the part of the bidder with the authority to whom he has submitted his bid offer or the authority which is competent to finally accept it, after he has submitted his bid offer or any endeavour to secure any interest for an actual or prospective bidder will render the bid liable for exclusion from consideration.
11. The Performance security is liable to be “Forfeited”, if the bidder fails to supply the items as per requirement and as per agreed terms and conditions within prescribed timelines.
12. Authority reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
13. The number of Security Hologram to be supplied per annum will be about 15 Crore (approx.). The quantity can be increased or decreased at the sole discretion of the Commissioner of State Taxes and Excise, Himachal Pradesh. The delivery of Security Hologram would be as per the schedule to be furnished at the time of placing orders.
14. The successful Bidder should ensure, to the entire satisfaction of the State Taxes and Excise Commissioner, Himachal Pradesh that the “Master” shall be kept in safe custody and is not tampered with, lost or damaged. In Case the “Master” of the High Security Hologram is lost or damaged or tampered, the Performance Guarantee shall be forfeited besides recovering the cost of the Master by the Commissioner of State Taxes and Excise Himachal Pradesh. The Master shall be the property of the Commissioner of State Taxes and Excise, Himachal Pradesh and hence the successful Bidder shall return the original after completion of the order. The Commissioner of State Taxes and Excise, Himachal Pradesh can also ask the successful Bidder to keep the Master with him in safe custody by signing a Custodian Bond for the Master. The successful Bidder will be required to show the first sample of High Security Hologram within the time limit to be specified by the Commissioner of State Taxes & Excise, Himachal Pradesh from the date of placement of the purchase order along with the computer-generated artwork for approval.
15. The bidder shall furnish the particulars of their factory/workshop including locations and machinery installed therein with their installed capacity for fabrication of these materials.

The machinery so installed should be functional prior to the date of issue of tender. They should enclose proof of GST registration number, Industrial Registration number etc. The bidder should furnish the documents and purchase bills for all the equipment that have been purchased in India. For all the machinery imported from abroad valid custom clearance certificate should be produced.

16. All disputes concerning this Tender, in any manner, will be subject to jurisdiction of Commissioner of State Taxes & Excise only. In case of any dispute and on all matter provided for, the decision of the Commissioner of State Taxes and Excise, HP, Shimla-9 shall be the final and binding.

TECHNICAL TERMS & CONDITIONS OF HOLOGRAM

Sr. No.	Particular	Hologram Material Description
1	Hologram Type	Polyester-based and environmentally friendly.
2	Resolution	Resolution (1,20,000) Dots per inch or more
3	Type of Material	Tamper Evident Metalized Polyester and environmentally friendly Film Ultra Clear EMCL Grade
4	Thickness of Film	36 microns +/-5%
5	Polyester Grade	Food Grade
6	Type of Adhesive	The adhesive shall be a hot-melt pressure-sensitive adhesive suitable for affixation partly on the bottle cap and partly on the neck of glass bottles as well as beer cans. The adhesive must withstand temperatures of at least 70 °C, while also retaining bond strength under cold storage conditions typical of Himachal Pradesh, without lifting, edge curling, or delamination.
7	Thickness of Gum	22 gsm +/-10%
8	Thickness of paper	70 gsm and above (+5% Max.)
9	Coating	Silicon based solvent less coating
10	Size of Bar Code (17 digits) manufacturing unit specific which is to be printed on Hologram	10mm * 10mm
11	Shelf life of hologram	Minimum of 2 years without any deformation or deterioration in normal atmospheric conditions
12	Size of Hologram	75 mm(length)*15 mm(width)
13	Security Cut	Security cuts in the form "T" should be provided at both the ends of the hologram and to make sure that the hologram is completely damaged in the event of trying to remove it from its original position i.e. peeled off or tampered with
14	Packaging	Hologram labels must be supplied in roll form 25000 Holograms on a 4 spool (100000 Hologram per Box)

15	Delivery of Hologram	Delivery of the Holograms from the supplier (manufacturing unit) shall be made at the centralized location as instructed by the office of the Commissioner of State Taxes & Excise, Government of HP.
16	Color of Foil/ film	The bidder shall color-code the holograms into three categories- Quarts, Pints, and Nips for easy identification. Each category of hologram must also be engraved with corresponding text identifiers: "Q" for Quarts, "P" for Pints, and "N" for Nips. For Beer also hologram would be color coded in separate uniform color.
17	Annual Hologram volume	The estimated volume of holograms required per year will be 15 crores holograms (approx.)
18	Contract Duration	The initial contract period will be three (3) years, extendable by up to two (2) additional years on the same terms and conditions.
19	Reading Equipment for Non-Holographic Features:	A minimum of 300 kits/devices are required for enforcement officers to read non-holographic features. The bidder shall provide maintenance of these devices free of cost during the entire contract period. In the event of a malfunction or device failure, the bidder must replace the device with one of equal or higher specifications. Additionally, the bidder must conduct hands-on training sessions for Excise officers at least once a year. Online video tutorials and on demand training may also be provided on need basis. All associated costs must be factored into the bid price.

Note: -

Purchase Preference for Local Micro and Small-Scale units/ Startup Enterprises of the state: -

The following purchase preference ratio shall be applicable to the Local Micro and Small-Scale Units of State and Local Micro and Small-Scale categories under H.P. State Startup Scheme: -

1. Local Micro and Small-Scale Units of State of H.P. =15%
2. Local Micro and Small-Scale categories under H.P. State, Startup Scheme=15%

Total Purchase Preference =30%)

Provided that if Startup Enterprises will not be available, then 30% purchase preference shall automatically be given to Local Micro & Small-Scale Unit and vice versa as the case may be.

Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.

It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

2.2 Cost of Bidding:

2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and H.P. State Electronics Development Corporation Ltd., Shimla (hereinafter referred to as the 'Purchaser' or “HPSEDC” in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

B- TENDER DOCUMENT

- 2.3 Contents of Tender Document:
- 2.3.1 This Tender Document comprises of the following Parts/ Sections.
- Section-1: Invitation for e-Bids
- Section-2: Instructions to Bidders
- Section-3: General Conditions of the Tender & Contract
- Section-4: Technical Specifications and Maintenance Conditions
- Section-5: Technical Specifications & Annexures.
- 2.4 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.
- 2.5 Clarification regarding Tender Document:
- 2.5.1 The clarifications/ changes in tender document/ corrigendum can be uploaded upto 3 days before the bid-submission date.
- 2.6 Amendment of Bids:
- 2.6.1 Bids once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the Purchaser may decide to take fresh bids from all the Bidders before actually opening of the Commercial Bids.
- 2.6.2 In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.

C - PREPARATION OF BIDS

- 2.7 Language of Bid & Correspondence:
- 2.7.1 The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

2.8 Documents comprising of Bid:

The Bidder will prepare the bid in two parts.

I. FEE-ELIGIBILITY CLAIM-CUM-TECHNICAL BID:

In support of his eligibility cum technical bid, a Bidder must submit/upload the relevant documents strictly in accordance with Proforma B marked with page numbers on e-portal <https://hptenders.gov.in>.

Packet-I (Fee/other Eligibility Documents/Technical) (to be uploaded in Packet-1 on e-procurement portal)

II. COMMERCIAL BID:

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website (www.hpsedc.in and <https://hptender.gov.in>). Those technically qualified bidders which have also deposited the tender cost and Bid Security shall be termed as Substantially Responsive (i.e., eligible and technically qualified and have also deposited Bid Security & tender cost). The Tender Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder has to submit their Commercial Bids online as per BOQ in Packet-2 on the e-procurement portal.

(i) Sample BOQ / Price Bid will be as per Schedule I.

2.9 Bid Currencies:

2.9.1 Prices shall be quoted in Indian Rupees.

2.9.2 The contract price shall be paid in Indian Rupees.

2.10 Bid Security:

2.10.1 The Bidder shall furnish Bid security, as part of its bid as mentioned hereunder. Any bid submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

Sr. No.	Description	Bid security amount in Rupees
1.	Procurement of Hologram for State Taxes and Excise Department, Himachal Pradesh	Rs 10,00,000/-

2.10.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security pursuant to Para 2.10.8.

2.10.3. The Bid Security shall be in the shape of Demand Draft/ Bank Guaranty/ through RTGS in favour of “M.D., H.P State Electronics Development Corporation Ltd., Shimla” Payable at Shimla.

2.10.4 Any bid not secured in accordance with Para 2.10.1 and 2.10.3 will be rejected by the Purchaser.

2.10.5 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.

2.10.6 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Para 3.5.1.

2.10.7 No interest will be payable by the Purchaser on the above-mentioned Bid Security.

2.10.8 The Bid Security may be forfeited:

1. If a Bidder withdraws its bid during the period of bid validity specified by the bidder and required by the Purchaser.
2. During the tendering process, if a Bidder indulges in any such activity as would jeopardise or unnecessarily delay the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security/EMD shall be final & shall not be called upon question under any circumstances.
3. In the case of a successful Bidder, if the Bidder fails,
 - (i) to sign the contract by raising issues contrary to the provisions of the RFP or the Bid or undertakings given during evaluation of bids, or
 - (ii) to furnish Performance Security, or

(iii) Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardise the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

2.11 Period of validity of Bids:

2.11.1 For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change.

2.11.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

D-SUBMISSION OF BIDS

2.12 Submission of Bids:

2.12.1 Bidder(s) shall submit their bids only on online e-procurement portal www.hptenders.gov.in. All the instructions regarding e-bids submission are also available on www.hptenders.gov.in.

2.12.2 The original DD or BG or RTGS documents related to tender cost and bid security should be deposited in HPSEDC on or before the last date and time for bids opening.

2.12.3 Every envelop and forwarding letter of various parts of the Bid shall be addressed as follows:

The Managing Director,
H.P. State Electronics Development Corporation Ltd., First Floor,
IT Bhawan, Mehli, Shimla-171013.

2.13 Deadline for Submission of Bids:

2.13.1 Bids will be online submitted/uploaded on e-procurement portal <https://hptenders.gov.in> on or before the deadline mentioned on the e-portal.

2.13.2 The Purchaser may, at its discretion, extend this deadline as per Para 2.6.2. The Purchaser may also extend this deadline for any other administrative reason.

2.14. Bids not submitted online:

2.14.1 Any bid not submitted/uploaded through e-portal will not be received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 2.13.1 or 2.13.2, will be rejected.

2.15 Modification and withdrawal of Bids:

2.15.1 E-bids can be modified upto last date & time has not been closed by e-procurement system.

2.15.2 E-Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to clause 2.10.8.

E-BID OPENING AND EVALUATION

2.16. Opening of bids by Purchaser:

- 2.16.1 The e-Bids shall be opened on the date and time already described in the tender/e-portal or on any other later day and time fixed as per Para 2.6.2 or other enabling provisions in this behalf, in H.P State Electronics Development Corporation Ltd, First Floor, IT Bhawan, Mehli, Shimla-13 (H.P.) in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.
- 2.16.2 In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.
- 2.16.3 In the first instance, Eligibility bid documents uploaded on the e-portal will be opened and evaluated for eligibility of each Bidder will be ascertained. Technical Bids of only those Bidders shall be evaluated who are found to be eligible as per the criteria laid down in para 2.2.1/ 2.8 (I) and submitted bid security and tender cost as per Para 2.10. In doubtful cases (where further documents or clarification are required to establish eligibility), the Purchaser in its discretion, may decide to open/evaluate Technical Bid. However, such Bids can be rejected subsequently, if it is found that the bidder has claimed eligibility on false grounds.
- 2.16.4 The Technical e-Bids of only the Eligible Bidders will be opened and the contents (particularly Compliance Sheets) will be announced/ displayed in the presence of all Bidders or their representatives.
- 2.16.5. **Scrutiny of Technical Bid:**
The product proposed in the bid document of only eligible bidders will be evaluated as per the requirements specified in the RFP/ Tender Document. The "Compliance Sheets" submitted by the Bidders shall be compared against the requirement of the purchaser. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement of the Purchaser as given in the Technical Specifications in this Tender Document. In case of a doubt the Purchaser may require the

bidder to produce the quoted item for physical inspection and demonstration, so that components could be seen to ascertain the veracity of the Bidder's claim about specifications.

The Tender Committee may undertake oral and or written clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The financial bids of only eligible and technically qualified bidders will be opened for further processing. It is, however, clarified that subject to other provisions of this document, every bidder will have to fulfil the minimum technical specifications laid down in this document for being qualified technically. In order to assist in the examination, evaluation and comparison of Bids, the Tender Committee may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The Technical e-Bids of only the Eligible Bidders will be opened and the contents (particularly Compliance Sheets) will be announced in the presence of all Bidders or their representatives. An open discussion regarding technical parameters quoted by various Bidders may also take place, if required. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement as given in the Technical Specifications in this Tender Document. The Financial Bids of only those eligible and technically qualified bidders will be opened who also fulfil minimum technical requirements mentioned in this document. Therefore, all Bidders must indicate in the Compliance/Deviation, if any, in Schedule III, extra features offered by them. Similarly, the Tender Committee can give any other such minor relaxation, which does not change substance of the bid or does not prejudice the bid process from the point of view of equity and fair play. The decision of the Tender Committee about giving minor relaxation shall be final and shall not be called upon question under any circumstances.

The commercial Bids of only those bidders will be opened who fulfils the minimum technical requirements of the purchaser and are found

substantially responsive as per Para 2.8 (II) read in conjunction with other relevant clauses/Forms. However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Compliance Sheets, deviations, if any, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon question under any circumstances. The evaluation committee, if so, desire may ask for the demonstration of the quoted solution/products, for which sufficient time will be given for arranging demonstration.

2.16.6. Opening of Bid Security:

The document containing bid security will be opened and checked at the time of determining eligibility of the bidders at the time of eligibility bid opening.

2.16.7. Opening of Commercial Bids of substantially Responsive Bidders:

The Commercial Bids of only those Bidders will be opened who are found substantially responsive. A Substantially Responsive Bidder is one which conforms to all the stipulations of para 2.8 (II and III) read with para 2.16.6 above. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.

2.16.8 A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.

2.17. Evaluation and Comparison of Commercial Bids:

2.17.1 The comparison of Commercial Bids shall be done as follows:

2.17.2 Bid Comparison:

The Bidders are required to complete their Commercial Bid/ BOQ in Schedule -I. Initial evaluation/ comparison will be carried out on gross bid value.

Note 1:

The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.

2.17.4 In the procurements of goods, the following procedure shall be followed:

Among all qualified bids, the lowest bid will be termed as L1. If L-1 is from a local supplier, the contract for full quantity will be awarded to L1.

2.18. RANKING OF BIDDERS:

2.18.1. Bidders will be ranked in the inverse order of Item Rate. The criterion for selection of lowest Bidder (L1) for hologram, supplies.

2.18.2 Reduction in Statutory Duties and Levies:

If any reduction in taxes takes place after opening the commercial bids, but before despatch of goods; the Successful Bidder shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalisation of tender, revised sealed commercial bids shall be taken.

2.19. NEGOTIATIONS:

2.19.1 The Purchaser may finalise the Tender & award the Contract without any negotiations if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the bidders are advised to quote lowest possible rates in the first instance only.

2.19.2 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & Commercial Bid, provided that the original offer (i.e., Technical/ Commercial) will not be allowed to be changed to the detriment of the Purchaser, as far as rates of every individual item & terms/ conditions are concerned. Therefore, Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

2.19.3 After this final ranking is done based on negotiated prices, award of tender/rate contract will be made to the lowest Bidder, subject to post qualification in Para 2.20 below.

F - AWARD OF CONTRACT

2.20 Post Qualification:

2.20.1 HPSEDC/ Department of State Taxes & Excise will devise a performance criterion in consultation with successful bidders which will include online after sales feedback from the Government departments. The lowest Bidder can be denied the right of continuing with the contract, if the item being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

2.21 Purchaser's right to vary Quantities:

2.21.1 The Purchaser reserves the right to place the supply received from various Government departments/ Govt. Institutions/ Autonomous bodies on the approved vendors during the currency of the tender/rate contract.

2.22 Purchaser's Right to accept any Bid and to reject any or all Bids:

2.22.1 Notwithstanding anything else contained to contrary in this Tender Document, The Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

2.23 Notification of Award:

2.23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted.

2.23.2 The liability of the supplier(s) to deliver the Goods and perform the services will commence from the "date of Notification of Award". The Delivery Period shall be counted from the date of 'Placing the Supply Order'. The "date of delivery" shall be the date on which the item / material is received at the destinations.

2.23.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.

2.24 Signing of Contract:

2.24.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

2.24.2 The Purchaser's liability of taking the goods from the selected supplier(s) shall commence only from date of signing the date of the Contract.

2.25 Printing Process:

- The bidder is required to do all the printing of holograms at the premises only.
- The security feature should be printed in such a way that duplication of labels should not be easily done and not economically feasible.
- Proper cuts in Holograms shall be done to enable the distilleries to peel out the Excise labels manually/ through machine from release paper without any difficulty.
- Maintain the highest standard of ethics in the printing and delivery of labels.
- Maintain highest security of the printing procedure.
- The Hologram Supplier shall be responsible for any acts of commission and omissions done by staff or employees and such other person engaged by the hologram supplier for working in the security press.

2.26 Binding and packing: The Labels are to be neatly packed and supplied in good quality boxes for easy handling. The hologram supplier should check each and every label repeatedly to avoid any defects and mistakes.

2.27 Security Provisions: The hologram supplier is fully responsible for maintaining tight security arrangements at his premises for security of holograms from printing to delivery at the specified destination.

The hologram supplier shall obtain appropriate insurance policies to insure the label against any loss due to fire, theft, riots, pilferage or other reasons while in their custody or while in transit until they reach the desired destination and taken possession of by the Departmental Staff.

The Commissioner of State Taxes & Excise, along with an expert member and officers of the Department may inspect as and when it is required and also depute any of the staff to check or supervise the printing of labels. The cost of the same will be borne by the successful bidder.

Note:

- Prospective bidders shall provide an affidavit stating that the bidder is not blacklisted in any State and no dues whatsoever is pending on his part.
- The prospective bidder should not have any conflict-of-interest w.r.t. association/ linkage/ business of any kind with the manufacturing units, wholesale and retail units of the State. Bidder to provide undertaking in this regard.

SECTION-3

GENERAL CONDITIONS OF THE TENDER & CONTRACT

3.1 Definitions:

3.1.1 In this part, the following interpretation of terms shall be taken:

- (a) "The Contract" means an agreement regarding supply of the goods & provision of services entered into between the HPSEDC and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all the equipment and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "Services" mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, training, maintenance and other such obligations of the Supplier covered under the Contract.
- (e) "The Purchaser" means the H.P. State Electronics Dev. Corporation Ltd" or "HPSEDC" in short.
- (f) "The Supplier", means short listed Bidder supplying the goods and services under this Contract.
- (g) "Manufacturer/ Bidder" means hologram supplier.
- (h) "End User" means Department of State Taxes and Excise, Himachal Pradesh.

Note: The aforesaid definitions will be valid with respect to one or more Suppliers short-listed to execute the Project. Services to be executed by each Supplier have been explained in detail in this Tender Document.

3.2. Application:

3.2.1 These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

3.3 Standards:

3.3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of contract, but before the dispatch.

3.4 Patent Rights of the Goods:

3.4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

3.5 Performance Security:

3.5.1 Performance Security for delivery/ installation and maintenance during warranty period.

3.5.2 Within 10 days of 'Notification of Award', the successful bidder/ Supplier shall initially furnish Performance Bank Guarantee of Rs. 30 lakhs valid for 39 months to safeguard the purchaser against timely delivery and maintenance of ordered item during the currency of the contract.

(1) EMD of successful bidder(s) will only be released after signing of agreement and submission of PBG.

3.5.3 The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

3.5.4 The Performance Bank Guarantee shall be given in one of the following forms:

An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

3.5.5 The Performance Bank Guarantee, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days

following the date of completion of the Supplier's performance related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).

3.6 Inspections and Tests:

- 3.6.1 The Purchaser or its representative shall have the right (if so desire) to test the goods to ascertain their conformity to the specifications. The Purchaser shall notify to the Supplier in writing of the identity of the representative deputed for this purpose & nature of tests that may be conducted (if found necessary) for benchmarking.
- 3.6.2 The inspections and tests may be conducted in the factory premises of the Supplier. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspecting officers at no charge to the Purchaser. The Contractor shall inform the Purchaser in advance the time of starting of manufacture and the progress of manufacture of the item offered by him so that arrangements can be made for inspection at the premises, if so desired by the purchaser.
- 3.6.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements to the Purchaser.
- 3.6.4 If the Purchaser decides to conduct the inspection at supplier's premises as per clause 3.6.1 to 3.6.3, no material being furnished against this specification shall be dispatched until inspected and approved by the Purchaser/ or his representative. Such inspection and approval will not relieve the Contractor of full responsibility for furnishing equipment conforming to the specifications nor will it prejudice any claim, right or privilege which the Purchaser may have on account of any loss sustained by it due to defective or unsatisfactory equipment supplied by the contractor. Should the inspection be waived off by the Purchaser, such waiver shall not relieve the contractor in any way from his contractual obligations.
- 3.6.5 The sample of the proposed item, if desired by the purchaser, to be supplied for approval/testing.

3.7 Packing Delivery & Documentation:

- 3.7.1 The supplier shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Supplier shall be responsible for any defect in packing.
- 3.7.2 The supplier will be responsible for the damage or loss in transit and replace goods broken or lost within 10 days from the date of notice and will also replace the quantity of articles demanded by the purchaser. The supplier will not supply Holograms/ Excise Adhesive Labels approved for supply to State Taxes & Excise Department, Himachal Pradesh to any other party. In case of breach of this condition, apart from cancellation of the contract, penalty shall also be imposed on the supplier depending on the gravity of violation of contract.
- 3.7.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as will be specifically provided for in the contract.
- 3.7.4 Delivery of the goods and associated documentation will be done in such manner as may be prescribed by the Purchaser in the Contract.

3.8 Insurance:

- 3.8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 3.8.2 The supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while he is discharging his duties under the contract.

3.9 Transportation:

- 3.9.1 The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier.
- 3.9.2 The printing of entire lot of labels assigned to the printing press shall be completed within specified time and supplied to the Department of State Taxes and Excise and as per the indent from time to time through the Department of State Taxes and Excise, HP, Shimla-9

3.10 Literature and Instruction:

3.10.1 Each supplied item packing box must contain copy of illustrated literature and instruction books regarding the installation, handling, maintenance and use of the Goods at each station shall be supplied by the supplier as part of the Contract price before dispatch of the first assignment.

3.11 Payment:

No advance payment will be made. Payment will be made only on satisfactory printing and prompt delivery of labels. The Copy of the delivery note with acknowledging for receipt of labels by the authorized person of the concerned Distillery, Brewery, Bottling Plant any such authorized licensed premises/ Destination as authorized by the Commissioner of State Taxes and Excise, HP, Shimla-9 should also be sent to the State Taxes and Excise Inspector/ Asstt. Excise & Taxation Officer I/C concerned if prescribed.

3.12 Prices:

3.12.1 Subject to the provision to Rule 2.11.1, the prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in his Bid.

3.12.2 There shall be no effect of the exchange rate variation etc., on the rates to be quoted by the Vendor during execution period. However, if rates will increase/ decrease, the Department of State Taxes and Excise, HP will call techno-commercial bids from the empanelled bidders on requests received from them.

3.13 Modification in the Order:

3.13.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:

- (a) The specifications of the Goods
- (b) The method of shipment or packing
- (c) The service to be provided by the Supplier
- (d) Quantity of goods
- (e) Any other change that the purchaser may deem fit

3.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work under the

Contract, an equitable adjustment shall be made in the Contract price or delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be put forth within 30 days from the date of the Supplier's receipt of the Purchaser's change order.

3.14 Subcontract:

3.14.1 The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

3.14.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.

3.14.3 Subcontracts must comply with the provisions of the clause 2.3.

3.15 Delays in the Supplier's Performance:

3.15.1 Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

3.15.2 Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:

- (i) Forfeiture of its performance security,
- (ii) Imposition of liquidated damages @Rs 50/- per day per unfulfilled order.
The maximum penalty will not exceed 10% of the order value.
- (iii) Termination of the contract and risk purchase at Supplier's risk
- (iv) Initiation of any other legal proceedings.

3.15.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.

3.16 Termination for Default:

3.16.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.

- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 2.11.2, or
- (b) If the Supplier fails to perform any other obligation under the Contract.

3.16.2 In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 3.15.2.

3.17 Force Majeure:

- 3.17.1 Notwithstanding the provisions of the clauses 3.15 and 3.16, the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.
- 3.17.2 For purpose 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 restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof not later than 7 days of occurrence of events. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the *Force Majeure* event.

3.18 Taxes and Duties:

3.18.1 Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the despatch of goods, the benefit of the same will be passed on to the Purchaser.

3.19 Limitation of Liability:

The liability of the supplier in respect of all claims under this tender including

penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the goods and services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

3.20 Arbitration:

All disputes, differences, claims and demands arising under this tender shall be referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

3.21 Termination of Agreement:

The Commissioner of State Taxes & Excise, Himachal Pradesh, Shimla-09 may terminate the agreement after giving notice of one month for breach of any of the terms and conditions of the agreement.

If the Commissioner decides to stop procuring labels or dispense the affixing labels on bottles and passes an order to that effect, or if the State Government decides to pass such order the agreement for printing of hologram labels automatically stands cancelled from the date of such order.

3.22 Failure and Penalty Clause:

a) In case the hologram supplier fails to comply and fulfil the conditions of the agreement and or default in printing the labels as per the approved structure or fails to deliver the labels within the stipulated time as per the agreement, the Commissioner of State Taxes and Excise, Himachal Pradesh, Shimla-9 shall be at liberty to issue a show cause notice to the hologram supplier and get the labels printed from other available sources at risk and cost of defaulting hologram supplier. If he fails to compensate the loss, the Commissioner of State Taxes & Excise, Himachal Pradesh, Shimla-9 has liberty to forfeit the

security deposit in addition to taking the recourse of the process of law.

b) Due to non-availability of specified paper or due to any other reasons whatsoever the printing of labels is held up, the Commissioner of State Taxes and Excise, Himachal Pradesh, Shimla-09, in consultation with the hologram supplier/ successful bidder may take alternative arrangements for the specified labels. This shall be without detriment to the interest of the hologram supplier or the Government. In case the hologram supplier undertakes printing of labels in a less GSM or lower quality paper other than the specified one, it is treated as breach of agreement. In the case of breach of contract which includes leakage of security code and use of inferior raw materials by the successful bidder/ hologram supplier, a minimum penalty of Rs. 1 lakh or double of the value of work awarded whichever is higher shall be imposed at the discretion of the Commissioner of State Taxes and Excise, Himachal Pradesh, Shimla-9.

3.23 Destruction of Printing Materials:

The successful bidder shall ensure to scrape all the plates immediately after the printing is over. The printed waste labels, spoilage, defective sheets should be reconciled to the paper account and should be destroyed by burning.

The hologram supplier shall not make use of such printed design model, and structure of the label for printing of such labels to the other states. The hologram supplier shall not sublet the work allotted to him to other press or subsidiary press. The action of sub-letting the work assigned would be considered as breach of agreement by the hologram supplier.

3.24 Liability of the Hologram Supplier:

a) The Hologram Supplier shall be responsible for the correct printing, designing and numbering on the labels and security measure in the labels and no scope shall be left behind for pilferage, leakage, forgery, imitation, tampering and cheating etc. In case labels are found to be defective and not as per specification or of inferior quality item, the cost of such labels shall be deducted from the amount payable to them besides recovering loss to the State exchequer.

b) The bidder in whose favour the bid is finalized shall be bound to supply at least 300 set of hologram readers free of cost.

SECTION-4

TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS

4.1. SCOPE OF THE TENDER:

The successful Bidder(s) will provide the following services:

(i) Manufacture (ii) Testing (iii) Supply

(i) Manufacture

The manufacturer/ Bidder can manufacture the Goods in India.

(ii) Testing

Testing/ Benchmarking as per requirement of the Purchaser and in such manner and for such size of sample as may be prescribed subsequently may be got done as a part of the Contract.

(iii) Supply

The printing of entire lot of labels assigned to the printing press shall be completed within specified time and supplied directly to the Department of State Taxes and Excise and as per the intent from time to time through the Department of State Taxes and Excise, HP, Shimla-9

The Department of State Taxes and Excise, HP, will reserve the right to relax/ decrease the penalties or release recovered amount without giving any interest to the bidder(s), after receiving justified/ reasonable reasons from the bidder(s).

4.3 TECHNICAL SPECIFICATIONS & QUANTITIES:

4.3.1 The Technical Specifications have been given in Annexure-I in Section-5. These specifications should be carefully studied by the Bidder, so that the product could be technically evaluated as per the Purchaser's requirement.

4.4. Compliance sheets:

(i) Compliance Sheets as per Annexure-I in Section-5 are to be filled in by the bidders as part of the Bid. These Compliance Sheets should be complete in all respects and should be free from errors and omissions. All required parameters must be replied to in affirmative/ negative.

- (ii) The Bidder shall also supply along with the Bid all brochures and authenticated bulletins carrying latest changes covering the technical aspects of each item appearing in schedule of requirement intended to be supplied by the Bidder.

FORM-C

DECLARATION REGARDING PAST PERFORMANCE

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. **HPSEDC/Hologram/E&TD/2K25-7508**] regarding Procurement of Hologram for the Department of State Taxes and Excise, Himachal Pradesh by HPSEDC. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

Non-Blacklist Undertaking

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. **HPSEDC/Hologram/E&TD/2K25-7508**] regarding Procurement of Hologram for Department of State Taxes & Excise, Himachal Pradesh by HPSEDC. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

FORM- D

“UNDERTAKING”

An undertaking duly attested by the Notary public of the area on a Non judicial stamp paper of Rs.100 to be given by the tenderer stating that:

1. I/we have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them. We agree to undertake to be liable for all the obligations of the bidder under the Agreement.
2. The rates quoted by me/us are valid and binding upon me/us for the entire period of the Contract.
3. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and blacklist me/us if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms & conditions. The condition herein contained shall form part of and shall be taken as included in the agreement itself.
4. I have not been penalized by any authority of the Government of HP, any state Govt. or Govt. of India for providing unsatisfactory work. If the facts are proved to be concealed by the me/us, I/we will not only be debarred from participation in the tender but, also action under criminal law can be taken against me/us.
5. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate any information/document provided by us.
6. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby relinquish, to the fullest extent as permitted by applicable law, our right to challenge the same on any account whatsoever.
7. I/ we are not participating in the bidding process by pooling other firms or sister firms and any incident/ evidence of pooling may result in deep debarring of our firm participating in future tender.
8. It is understood that the Authority may cancel the Bidding Process at any time without incurring any liability to itself and that you are neither bound to invite the applicants to Bid for the services nor to accept any Bid that you may receive.
9. We have examined the bid document and have no reservations to the bid document.
10. It is certified that we have not been indicted or convicted by a Court of Law or no adverse orders have been passed against us by a regulatory authority which could cast a doubt on our ability to undertake the services. It is further certified that no investigation by any regulatory agency is pending against us for the services as desired in this tender.
11. We hereby irrevocably relinquish any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the

selection/Bidding Process itself, in respect of the above-mentioned services and the terms and implementation thereof.

12. I / we confirm the acceptance to the fall clause as per terms & conditions.

13. I/We do hereby declare I/We have not been de-recognized / blacklisted / banned/debarred by the Government of HP/ any State Govt / Union Territory/ Govt. of India /Govt. Organization / Institutions for Supply of sub-standard Quality items / non-supply/ required items as per specification given in the tender.

SCHEDULE - I

SAMPLE OF PRICE SCHEDULE/BOQ

[Para 2.8 (III)(i)]

(to be completed by bidder as per the format available on e-procurement portal
<https://hptenders.gov.in>)

PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Qty	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in percentage (%)	Unit Price with GST Rs. P	TOTAL AMOUNT Without Taxes Rs. P	Gross Bid Value Inclusive Taxes Rs. P	TOTAL AMOUNT In Words
1.	Polyester Excise Hologram	150000000						
	Gross Bid Value							

SECTION- 5
TECHNICAL SPECIFICATIONS

ANNEXURES

Tender Document No:

HPSEDC/Hologram/E&TD/2K25-7508



NB: Final specifications uploaded after pre-bid meeting. Please visit our websites www.hpsedc.in & <https://hptenders.gov.in> for latest amendments or notices in reference to this tender.

ANNEXURE-I

SECTION – V

TECHNCIAL SPECIFICATIONS AND COMPLIANCE SHEETS ANNEXURES

Technical compliance to be provided on OEMs letterhead with signatures, name, email, contact number of Authorized signatory.

Item Name: Polyester Excise Hologram

Qty: 15,00,00,000 (approx.)

Sr. No.	Master Origination Feature	Compliance (Yes/ No)
1.	Emboss Effect	
2.	Gradient Effect	
3.	Raster Effect	
4.	Concealed Animated Image/ Texts	
5.	Pearl Effect	
6.	Guilloche Pattern	
7.	2D/3D image	
8.	Micro Text	
9.	CLR text	
10.	Nano Text	
11.	Lens Effect	
	Non-Holographic Feature	
12.	Bar Code	
13.	Security Cut-T	
14.	Temper Evident	
15.	Taggant Effect	

Note: The Department of State Taxes and Excise has decided that an amount of 10 paisa per hologram shall be charged and it will contribute towards the ETD Development Fund. The bidders are requested to factor this cost into their bid price accordingly.

Annexure-II

Performance Bank Guarantee Template

[Date]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s _____ (hereinafter called “CONTRACTOR”) has supplied _____ (as per Bill of Material Specified in this Document) as per agreement/supply order No. _____ dated _____ signed between the HPSEDC (hereinafter called “Client”) and them and as per the agreement/supply order the M/s. _____ is supposed to furnish Performance Security for supply of _____ and maintain the same for a period of _____ years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, _____ (Bank Name) _____ having its Head Office at _____ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____

unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.
6. Sealed with the Common Seal of the said Bank this _____ day of _____, 2023. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2025 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Latest instructions for bidders:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder has to provide following declarations (duly signed and stamped):

Declaration 1 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Declaration 2 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Declaration 3 of Latest instructions to bidders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached"

In case bidder is Himachal based company/ firm/ entity then the bidder should submit a self-declaration certificate regarding above mentioned Declaration 1, 2 and 3.

Note: Interested bidder may refer to Office Memorandum (F. No. 6/18/2019-PPD) dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Govt. of India for further details and all the requirements will be in accordance with this memorandum.

PRE – BID QUERIES

(To be submitted in excel file format at procurement@hpsedc.in)

Bidder Name :				
Contact Person :				
Contact no / email id:				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

Signature :

Name :

Designation :

Company seal :