

**TERMS AND CONDITIONS OF
TENDER FOR THE SUPPLY OF HOLOGRAM**

DUE DATE AND TIME

Sealed tenders under two bid system are invited from licensed and reputed Hologram Manufacturers for fabrication of Master Origination, manufacture & supply of Hologram as per specifications in the Annexure-1.

The tenders should reach the Office of the Member Secretary, Punjab Land Records Society, Kapurthala Road, Jalandhar on or before 3.00 p.m. on 29th June, 2012.

OPENING OF TENDER -

Tender Bid Part - "A" (Technical-Bid) 4:00 p.m. on 29th June, 2012 (i)

Tender Bid Part - "B" (Price-Bid): To be intimated later to those who qualify the
"Technical-Bid".

Tenders received after the due date and time will summarily be rejected.

MODE OF DESPATCH

Tender (both Technical & Price-Bid) should be addressed to the Member Secretary, Punjab Land Records Society, Kapurthala Road, Jalandhar. by designation and should be in sealed covers only and sent by Registered Post with Acknowledgement Due. Tenders received by Ordinary Post, By Hand, in Ordinary Covers without seal or through fax will not be considered.

SUBMISSION OF TENDER IN TWO PARTS

A) The first part of the tender namely ENVELOPE "A" should contain "TECHNICAL-BID WITH TECHNICAL AND COMMERCIAL TERMS WITHOUT THE PRICE"

The documents to be enclosed in ENVELOPE "A" should be as follows:-

1. Terms of Specifications of Master Origination and Product duly signed and stamped (as ANNEXURE - I)
2. Tender Terms and Conditions duly signed and stamped (as ANNEXURE - II)
3. Particulars of the Tenderer duly signed and stamped (as ANNEXURE - III)
4. General Terms & Conditions duly signed and stamped (as ANNEXURE - IV)
5. Acceptable Instrument towards EARNEST MONEY DEPOSIT (EMD)
6. Tender's Technical Literature, Catalogue, Pamphlets, etc, about the Product.
7. At least two (2) spools of Hologram samples in roll form of 2500 Nos. to conduct running trials to assess the technical suitability.

B) The second part of the tender namely ENVELOPE "B" should consist of the forms for the "Price Bid" duly filled, stamped and signed. The Tenderers would be required to give their offered prices in this form and enclose it in the ENVELOPE "B".

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 enclosed in a sealed envelope marked as ENVELOPE "C". 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 the tender. The technical capability of the Tenderer for successfully completing the job will be evaluated. The material (item) will be evaluated for its conformity with the required specifications. ONLY SUCCESSFUL TENDERERS WHO QUALIFY IN THE TECHNICAL EVALUATION WILL BE CONSIDERED FOR PRICE-BID OPENING. TENDERERS WHO DO NOT QUALIFY IN THE TECHNICAL-BID WILL NOT BE CONSIDERED FOR PRICE BID OPENING. Hence it is very essential that the Price Bid be enclosed in the envelope "B" only. Those who qualify the "Technical-Bid" shall be called 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", their EMD shall be refunded. Technical evaluation will be done in a manner as deemed fit by the Member Secretary, Punjab Land Records Society, Kapurthala Raod, Jalandhar. (henceforth referred to as Department only). After opening the "Technical Bid" the Member Secretary, Punjab Land Records Society would assess the technical capability of the Company/Firm (as the case may be) and other details furnished by them, verified in a manner as deemed fit by the Department.

ANNEXURE-1

SPECIFICATIONS OF MASTER ORIGATION AND PRODUCT

(A) MASTER ORIGATION:

i) High Security Master, made from both 2D/3D Conventional Systems and DOT MATRIX system capable of generating high security masters with 1,20,000 DPI or more, recombined together with multi-level animation effect, kinetic effect, four channel at a single point, pearl effect having text and laser viewable images pure 3-D text and pure 3-D model effect and LASER viewable animated covert image and diffractive animated GUILLOCHE patterns (Randomly computer generated pattern) for high security. The logo or emblem as approved by the MS, PLRS 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 the above specifications. The suggested artwork (at least 3 different designs) is to be submitted by the Tenderer containing the above security points along with the Tender Documents and Technical Specifications. The design would, however, be approved/furnished by the Member Secretary only at the time of placing orders.

ii) The artwork of the indigenously produced hologram samples (at least five samples pasted on a paper) indicating all the specific security features as per the tender document, including the Dot Matrix and 2D/3D Conventional Effects/Features and their recombination together, must be identified and submitted.

iii) The Master may be changed at the discretion of the MS, PLRS 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 MS, PLRS.

(B) PRODUCT SPECIFICATIONS:

The Hologram to be supplied shall have the following specifications:

- i) Shape and Size : 15mm (length) x 15 mm (width) (square)
- ii) Type : Tamper evident on Metalized Polyester Film of ultra clear EMCL grade. The Hologram should be as per the design approved and finalized by the Member Secretary.
- iii) Colour : Specific colours will be decided by the Department from time to time.
- iv) Thickness : **24 Micron**
- v) Material to be used : Tamper Evident Metalized Polyester Film of ultra clear EMCL grade.

vi) Mastering, Ttype : Hologram labels having High Security Masters, made from both 2D/3D Conventional System and DOT MATRIX system capable of generating high security masters with 1,20,000 DPI or more recombined together with multi-level animation effect, kinetic effect, four channel effect at a single point, pearl effect having text and laser viewable multiple images pure 3-D text and pure 3-D model effect and LASER viewable animated covert image and diffractive animated GUILLOCHE patterns (Randomly computer generated pattern) for high security.

vii) **FEATURES :**

- a) All the features and the layers in the Hologram except LASER viewable animated covert image, should be visible to normal eyes.
- b) The Hologram labels should have serrated edges all around.
- c) The Hologram shall not be affected by normal variation in atmospheric conditions.
- d) The shelf-life of the Hologram should be of minimum three years without any deformation or deterioration under normal atmospheric conditions.
- e) The Hologram label should have the Laser Etched Numbering
Packaging : 5 spools of 2500 Holograms each to be packed in one corrugated carton duly sealed & wrapped. Each spool shall carry the spool number on the core and at the opening end.

Special conditions:

Delivery Period : As per the approval of the Member Secretary, Punjab Land Records Society.

TENDER TERMS AND CONDITIONS

1. The Tenderer should be a licensed manufacturer. No trader or agent of manufacturers shall be considered.
2. The Tenderer should have licensed manufacturing facility including Master Origination facility specifically the DOT MATRIX system capable of generating High Security Master with 1,20,000 DPI or more and 2D/3D Conventional and Dot Matrix Master Origination System in the same premises in India.
3. The Tenderer should have an annual turnover in this trade i.e. in manufacture and supply of holograms of not less than Rs. 50 Lac (Rupees Fifty Lac Only) each year for three years i.e. 2008-2009, 2009-2010 and 2010-11. The Tenderer must produce valid proof of the above obtained from the appropriate authority.
4. Tender form should be filled in all respects and no column should be left blank. Each page of the tender document including the pages containing the Terms and Conditions should be duly stamped and signed by the Tenderer.
5. The rate is valid for the full period of the currency of the tender.
6. The successful Tenderer whose tender is accepted shall hereinafter be called the "Supplier" which shall include his heirs, executors, administrators and /or assignees.
7. Tenderer should have at least five years of experience in the field of manufacturing of Holograms and Master Origination (DOT MATRIX with 1,20,000 DPI or more and 2D/3D Conventional, or both). Their past experience i.e. jobs executed including the name(s) of the client(s), is to be validated by documentary proof (Samples and attested photocopies of Purchase Orders should be enclosed).
8. The successful Tenderer should ensure to the entire satisfaction of the Member Secretary, Punjab Land Records Society that the "MASTER" shall be kept in safe custody and will not be tampered with, lost or damaged. In case the "MASTER" of the Hologram is lost or damaged or tampered with, the Department shall forfeit the Security Deposit besides recovering the cost of the Master. The Master shall be the property of the Punjab Land Records Society and hence the successful Tenderer shall return the original after completion of the Supply Order. The Member Secretary can also issue instructions to the successful Tenderer to keep the Master with him in safe custody after signing a 'Custodian Bond' for the Master.
9. The successful Tenderer shall make necessary arrangements to ensure continued supply of Holograms till the completion of the tender.
10. The number of Hologram to be supplied will approximately be 50 lac per annum. The quantity may be increased or decreased at the sole discretion of the Member Secretary. The delivery of Hologram would be as per the schedule to be furnished by the Member Secretary, Punjab Land Records Society at the time of placing order. Failure in adhering to the time-schedule will invite a penalty as fixed by the Department.
11. The Tenderer shall be required to furnish the particulars of its factory/workshop including location(s) and machinery installed therein with their installed capacity for fabrication of these materials. They should enclose proof of Sales Tax Registration Number, Service Tax Registration Number, Central Sale Tax Number, Industrial Registration Number, etc.

12. The Tenderer must possess all the facilities for completing the job successfully in-house viz. Artwork Creation, Master Origination, specifically the DOT MATRIX system capable of generating high security master with 1,20,000 DPI or more and 2D/3D Conventional, both in the same premises in India. Glass Negative Preparation, Developing of Glass Master, Nickelling Process, Metal Master preparation, embossing, lamination, die cutting, coating, etc. and other intermediary processes involved in the manufacture of Security Hologram.
13. The Supplier has to guarantee/submit an affidavit on Rs.50/- Stamp Paper that the process from the Artwork Creation to the final production of Hologram Roll of the finished product shall be/has been done in the manufacturer's premises only and no job (partially or wholly) will be/has been sub-contracted. Technical Evaluation Committee (TEC) or an expert from Punjab Land Records Society may verify this before the finalization of the 'Master'.
14. The successful Tenderer shall not be allowed to sub-contract or sub-let any work or a portion of work to any outside agency or as stated otherwise in the tender.
15. The Tenderer should have a high security environment in his factory/workshop to ensure 100% guarantee of confidentiality and secrecy.
16. The Tenderer should clearly and very explicitly give the details of the machines, equipments and their activity (such as mastering, production, packing, inspection, security, premises, etc.) Each equipment, machinery and facility must be illustrated separately with its technical details (only printed catalogue as supplied by the supplier of machines and equipments). Further all such machines, equipments and facilities should be photographed/videographed clearly showing its Make, Number, Specifications etc. with running text. The Technical Evaluation Committee (TEC) shall have the right to either inspect the premises or call the Supplier at a place convenient to the TEC to explain the above mentioned details to the satisfaction of the TEC.
17. The successful Tenderer will be required to show the first sample of Hologram within the time-limit to be specified by the Member Secretary, Punjab Land Records Society from the date of placement of the supply order along with the computer generated/simulated Artwork for approval.
18. EARNEST MONEY DEPOSIT Rs. 15,000/- (Rupees Fifteen Thousand Only) should accompany the tender in the form of a crossed Demand Draft or Pay Order, drawn in favour of the Member Secretary, Punjab Land Records Society, payable at Jalandhar. Any tender which is not accompanied by Earnest Money, will be rejected at the time of opening the tender. Payment of Earnest Money by Cheque or in any other form except by Demand Draft/Pay Order will not be accepted. No interest will be paid on the Earnest Money Deposit.
19. SECURITY DEPOSIT of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Bank Guarantee for a period of not less than 12 months to be renewed for two consecutive years on year-to-year basis will be deposited within fifteen days (15 days) from the date of acceptance of the tender. The Security Deposit will be refunded after the completion of the supplies of Security Holograms or at the end of the tender period as the case may be, and after deducting the dues from the supplier, if any. No interest will be paid by the Purchaser on the Security Deposit. The Earnest Money Deposit of the successful Tenderer will be adjusted in the Security Deposit.

20. The said Security shall stand forfeited/appropriately adjusted in full in the event of :
- i) The supply in part or in full is not effected in accordance with the Delivery Schedule.
 - ii) In the event of rejection of consignment on account of the product of sub-standard quality and infringement of security requirements or not in conformity with the specifications.
 - iii) Any act of breach of trust. In case the Tenderer, whose tender is accepted, fails to deposit the Bank Guarantee towards Security Deposit and execute the agreement as required by the Member Secretary, Punjab Land Records Society within 15 days of the acceptance of the tender, his tender will be rejected outright and the Earnest Money Deposit will be forfeited to the Punjab Land Records Society, Jalandhar . 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 unsuccessful Tenderers.

SIGNING OF THE TENDER.

The tender is liable to be rejected if complete information is not provided therein or if particulars and date asked for in the tender are not fully filled in. Specific attention is drawn to delivery dates and also to the general conditions of the contract. 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) Partner of the firm if it be a partnership, in which case he must have the authority to refer to arbitration, dispute concerning the business of the partnership either by virtue of an agreement or of a Power of Attorney,
- iii) A constituted attorney of the "Firm" if it be a company.
- iv) In case of partnership firm, copy of the Partnership Agreement or General Power of Attorney in either case, attested by Notary Public, should be furnished or an affidavit on stamp paper of all the partners admitting execution of the partnership agreements or the General Power of Attorney should be furnished.
- v) In case of partnership firm, where no authority to refer to disputes concerning the business of the partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents.
- vi) A person signing the tender form or any other document(s) forming part of the contract on behalf of or another, shall be deemed to warranty that he has authority to bind such other and if, on enquiry it is found that the person so signing had no authority to do so, the Department may, without prejudice to other civil or criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

OPENING OF TENDER

21. The Tenderers or their authorized representatives are permitted to be present at the opening of both the tenders, Technical as well as Price-Bid, at the date and time as specified. The name and address of the representative(s) who would be attending the opening of the tender on behalf of the Tenderer(s) should be indicated in the tender and should be authorized to take financial as well as final decisions.

TENURE OF TENDER

22. This Tender is valid for a period of 3 (three) years from the date of placing the supply order subject to the condition that if considered necessary, the Member Secretary reserves the right to restrict the contract period to a period less than 3 (three) years but in any case not less than one year. Any Technological Advancement in Holography shall be adopted by Tenderer at any time during the currency of the tender if so desired by the Department.

PRICE

23. a) The price once accepted by the Member Secretary shall remain valid till the successful execution of the order and till the supplies are fully effected and accepted.
- b) The prices of the product per 10,000 (Ten Thousand) holograms plus applicable taxes, levies and charges for the delivery at the office of the Member Secretary, Punjab Land Records Society, Kapurthala Road, Jalandhar must be quoted. The holograms should be in the form of a spool with a serrated gap of 3mm between the two holograms**

COMMUNICATION OF ACCEPTANCE

24. i) The acceptance of the tender by the Punjab Land Records Society will be communicated by a Letter of Acceptance by post or fax or by hand.
- ii) The Department reserves the right to place order on successful Tenderer for additional quantities at the rates quoted by the successful Tenderer from the date of acceptance of the tender.

FAILURE AND TERMINATION

25. If the supplier fails to deliver the Holograms or any installment thereof within a period fixed for such delivery in the tender, the Member Secretary may, without prejudice to the right of the Punjab Land Records Society, recover damages for breach of the contract as under:-
- i) Purchase or authorize the purchase elsewhere without notice to the Supplier on account of and the risk of the Supplier of Holograms.
- ii) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the Holograms from another source.
- iii) Where action is taken under sub-clause (i) or sub-clause (ii) above, the Supplier shall be liable for bearing any loss which the Department may sustain on that account. It will not be necessary for the Department to serve any kind of notice of such purchase to the Supplier.
- iv) In case the Supplier fails to supply the required goods in the specified period, the Security Deposit will be forfeited.

PAYMENT UNDER THE CONTRACT

26. i) Payment for the delivery of the Hologram will be made within sixty days of successful supply of printed Holograms and submission of the bills.
- ii) No advance payment will be made towards the supply of Holograms.

27. HOLOGRAM BEING A HIGHLY TECHNICAL AS WELL AS A SECURITY PRODUCT, THE SELECTION WILL BE BASED PURELY ON THE TECHNICAL EVALUATION AND THE DEPARTMENT IS NOT BOUND TO ACCEPT THE LOWEST TENDER.

28. In order to ensure the condition No. 14 of Tender Terms and Conditions (Annexure II) the development of glass master or mother metallic shim has to be carried out in the premises of the Supplier. A representative of the TEC and/or other member of the Department would be allowed to inspect the operation of developing the master.
29. A sample of minimum of 5 (five) spools of hologram in roll form, each containing a minimum of 2500 holograms of the size 15 mm x 15 mm with the prescribed specifications shall be enclosed along with the tender.
30. The Security Deposit made by the Tenderer shall be refundable to him after the completion of the contract and after adjustment of amount, if any, due to this office.
31. If during the currency of contract, the Supplier or/and his Representative(s), Worker(s), Agent(s) are found indulging in any activity which directly or indirectly is prejudicial to the interest of this office or found guilty of :-
Indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery challans etc. or introduction of any liability in connection with the supply of Holograms which amounts to an offence punishable under Indian Penal Code or any other enactment, the Member Secretary, Punjab Land Records Society, Jalandhar without prejudice to other legal rights shall have the right to terminate the contract and/or forfeit the Security Deposit. All losses that are incurred by this office shall be recoverable from the Supplier.
32. The Tenderer(s) shall furnish valid Income Tax Clearance Certificate along with the tender.
33. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part there of.
34. The Member Secretary reserves the right to
- i) reject all or any of the tenders without assigning any reasons.
 - ii) split the tender if deemed necessary.
35. At any time prior to the deadline for submission of bids, the Member Secretary, PLRS, Jalandhar, for any reasons, whether on his own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
36. Non performance of the tender/contract conditions will disqualify a Tenderer to participate in the tender for the next three years.

LAW GOVERNING THE CONTRACT

37. i) The law of India shall govern this contract.
- ii) Irrespective of 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 court at Jalandhar alone shall have jurisdiction to decide any dispute arising out of or in respect of this contract.
 - iv) In case of all the conditions of the tender, the decision of the Member Secretary, PLRS Jalandhar shall be final and binding. In the event of any dispute arising out of the tender, such dispute would be subjected to the jurisdiction of the Civil Courts within the district of Jalandhar.

TENDER.

38. Each page of the tender including Terms and Conditions should be duly filled, stamped and signed by the Tenderer or an authorized person and must be submitted latest by 03.00 p.m. on 29th June, 2012. No tender shall be accepted after the due date and time.

**MEMBER SECRETARY
PUNJAB LAND RECORDS SOCIETY.**

Office of the Punjab Land Records Society, Kapurthala Road, Jalandhar.

PARTICULARS OF THE TENDERER.

1. Name and address of the Tenderer :
 - (a) Registered Office :
 - (b) Factory/Firm :
2. Nature of construction of Tender :
(whether Individual, Partnership Firm
or Company Registered under the
Companies Act
(Please Enclose Certificates)
3. Name and Address of Proprietor/
Partner/Directors. :
4. Name of the Chief Executive Officer
and his contact details. :
- 5.(a) Details of Manufacturing Facilities
 - (i) Embossing Machines : YES/NO
How many Embossing Machines you have? :
 - (ii) Lamination/Adhesive Coating Machine : YES/NO
 - (iii) Die-cutting Machines : YES/NO
How many Die-cutting
machines you have? :
 - (iv) Master Origination Laboratory : YES/NO
 - (v) Electro forming System : YES/NO
 - (vi) Slitting Machine : YES/NO
How many Slitting machines you have? :
 - (vii) Security Equipment (like CCTV,
Access Control) : YES/NO
- (b) Give details of your capacity per day :
(i.e. Number of Holograms as per given
size 15 mm x 15 mm)

(c) Give details of your manpower

Technical

(1) Master Origination :

(2) Mechanical :

(3) Any other :

Total

6. Give detail of your major clients, along with their corresponding samples. :

7. Whether the Tenderer has been awarded Membership of any International Hologram Manufacturers Association and Hologram Manufacturers Association of India during the preceding three years. If yes, give details with supporting documents. :

8. Does the Tenderer have any Collaboration/ Joint Venture with any Foreign Firm. If yes, give details along with supporting documents. :

9. How does Tenderer ensure total safety and security of the Holograms to be produced at his place of work and till such time they are received. :

10. Laser Etched Numbering Machine MAKE and No. :

11. List of Annexure (s) :

GENERAL TERMS AND CONDITIONS

OFFICE OF THE MEMBER SECRETARY, PUNJAB LAND RECORDS SOCIETY

1. Tenderers are requested to study carefully all the tender documents and tender conditions before quoting their rates. No alteration in the tender will be allowed after the opening of the tender.
2. Every tender must be in accordance with the terms and conditions and specifications as laid down in this tender.
3. All entries in the tender must be written with permanent ink or typewritten and there should be no erasing or overwriting. Correction, 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 Tenderer's current Income-Tax Clearance Certificate and Trade/Sales Tax Registration Certificate 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. 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 a list of parties to whom those have been supplied during last one year with a proof of the quantity supplied.
8. The copy of the Board's resolution authorising the person to sign the tender should be enclosed.

Format Of Financial Bid (Adv. No ____)

Name of Work :- Tender of Hologram

1. Name of the Firm :
2. Registered Address :
.....
.....
3. Contract Person :
4. E-Mail ID:
5. Phone & Mobile No :
6. Industrial Registration No:
7. Sale Tax/CST No:
8. Service Tax No:
9. PAN:
10. Proof of turnover of Rs 50 Lac
and above (per annum)
11. Experience in line (Not less than five years).....

Signature of the Tenderer
Along With seal of Firm/Company

PRICE BID FOR HOLOGRAM
OFFICE OF THE MEMBER SECRETARY, PUNJAB LAND RECORDS SOCIETY,
KAPURTHALA ROAD, JALANDHAR.

ITEM TO BE SUPPLIED	RATE PER 10,000 UNIT QUOTED (TO BE MENTIONED BOTH IN FIGURES AND WORDS) Taxes (if any) should be mentioned separately
HOLOGRAM (AS PER THE SPECIFICATION MENTIONED IN ANNEXURE - I) THE PRICE QUOTED SHOULD BE PER 10,000 HOLOGRAMS OF SIZE 15 MM (WIDTH) X 15 MM (LENGTH) IN SPOOL FORM WITH 3 MM SERRATED GAP IN RUNNING LENGTH BETWEEN TWO HOLOGRAM SUITABLE FOR AUTOMATIC MACHINE APPLICATION.	

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

Signature of the Tenderer
Along With seal of Firm/Company

Date :

Place:

