

**EXCISE & TAXATION DEPARTMENT
CHANDIGARH ADMINISTRATION**

Tender Form

(General Terms & Conditions, Specifications & Eligibility Criteria)

Tender Notice No. 2012-13

Due on	5.00 PM of <u>19/10/2012</u>
Cost of Tender Form	Rs. 1000/-
Earnest Money Required	Rs. 100000/- (Refundable)
Tender (Rates) valid upto	30.04.2013

Description of Items	Hologram and Excise Adhesive Labels (EALs) to be affixed on Liquor bottles (IMFL/IFL & CL)
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Quantity	10 Crore approx.
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Delivery of Items	Any where in U.T., Chandigarh as per the orders of the Excise & Taxation Commissioner, Chandigarh Administration or any other officers authorised by him. The supplies will be made at the locations of Bottling Plants, Distilleries or wholesale licenses or such other places as may be informed in written.
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1. Technical Specification of paper based Excise Adhesive Labels (EALs):

1. Size of the label : 15 mm (width) x 75 mm (length)
2. Quality of raw material
 - i. Base Paper : White Chormo ART of 75 GSM
 - ii. Tear Strength of Paper : 2 to 2.5 Lbs/inchs
 - iii. Hot Melt Adhesive : 20 GSM from reputed make having ISO Certificate
 - iv. Release Paper : Silicon coated Glassine Paper of 60 GSM
 - v. Shelf Life : Atleast one year

2. Security Marks & Features.:

The Excise Adhesive Labels (EALs) should be printed with following Specification:

1. Intaglio Printing
2. Intaglio Rub Mark
3. Micro Lettering
4. Six Colour printing with Online Numbering
5. 12 Digit sequential numbers to be generated through electronic mode to be printed on every label as specified by the Excise and Taxation Commissioner, Chandigarh Administration. Three numbers of check digits to be generated out of 12 digits serial numbers of the same label through software by using mathematical formula. These 3 numbers to be printed on the label by using computerized variable data printed machine.
6. Specimen signature of the Asstt. Excise & Taxation Commissioner, Chandigarh Administration.
7. Guilloche Design.
8. Insignia of open hand with the name of Department of Excise and Taxation, Chandigarh Administration.
9. Secret Code.
10. Printer Code.
11. Visible Fluorescent Ink.
12. Micro Printing with U.V. Ink
13. Nano printing
14. Die Punching
15. Colour Changing Ink
16. Any other Security Ink or security feature that may be considered useful.

3. Specifications for Hologram

- i. Type of Hologram : Hot Stamping Scratch
- ii. Size of Hologram : 15 mm x 15 mm
- iii. Place of Hologram : Any place to be decided
- iv. Type of Hologram Master :
 - a) Insignia of open hand
 - b) Multi Channel Effect
 - c) Concealed Image
 - d) Kinetic effect and Guilloche Pattern
 - e) Covert Laser Readable Image
 - f) Micro- text
 - g) Nano-text
 - h) Raster Image
 - i) Any other security feature as may be found suitable.

IMPORTANT:-

4. Eligibility Criteria for Tenderer.

1. The tenderer has to submit a Technical Bid & Commercial Bid/Quotation. Tender shall be prepared in the form & the format given in Tender Form. The Commercial Bid/Quotation shall be submitted as given in the format in the tender form.
2. The tenderer must be a sole proprietor or partnership firm/ Govt. undertaking/Government Corporation, or a limited company (Registered) with annual turnover in excess of Rs. 5 Crores in the last two years in respect of supply of EALs/Hologram and security printed documents. Audited balance sheet duly certified by the company auditor shall be furnished alongwith C.A. certificate
3. The tenderer should be a high security printer having offset and Intaglio printing machines and computerized variable data printing machine and other required machinery for printing and supply of security items. The tenderer must be security printer as approved by RBI or Indian Bankers Association or Govt. of India & proof should be submitted in this regard. The tenderer should not be a trader but he should be having full printing facilities.
4. The tenderer must have experience of atleast two years in printing and supply of security items and have executed or executing two contracts of supply of EALs Holograms to at least 2 government/Semi Government/Public Sector undertaking of which at least one should be with regard to the security feature of Intaglio and Hologram. A documentary proof should be submitted in this regard.
5. The tenderer must have a proven track record in such projects to the satisfaction of the client. The tenderer need to submit performance certificate in respect of at least two projects as mentioned in Sr. No.4
6. No conditional tender will be accepted.
7. The tenderer shall not have been black listed by any of the State Government/PSU Bank etc. and affidavit to this effect must be furnished.
8. The Excise and Taxation Department, Chandigarh Administration reserves the right to carry out the capability assessment of the tenderer on the basis of the technical bid and the decision of the department shall be final in this regard.

TERMS & CONDITONS:

- 1) The Commercial Bids/Quotations of only those tenderer, who fulfil the Technical eligibility criteria, will be opened and the evaluation will be made on the basis of commercial bid/quotations.
- 2) The rates should be quoted in Indian Currency and the rates should be quoted on F.O.R. destination basis in Chandigarh as per the order of the Excise & Taxation Commissioner, Chandigarh Administration at Tenderer's Risk's/Cost.

- 3) DELIVERY PERIOD- The requirement of Hologram/Excise Adhesive Labels (ELAs) will be 10 Crore approximately for the period of upto 30th April, 2013 and as such the delivery period be quoted accordingly taking into consideration 15 days stock requirements
- 4) Rates should be inclusive of all taxes/levies, cesses & duties etc.
- 5) The rates should include packing material. No separate cost of packing cases/ packing material/Tin etc. shall be given.
- 6) In case any sample is found Sub Standard, the whole lot of supply will have to be replaced by the successful tenderer at his own cost.
- 7) Tender not accompanied with Earnest Money of Rs. 100000/- in the shape of Bank Demand Draft duly pledged in favour of the Asstt. Excise & Taxation Commissioner, U.T., Chandigarh or not supported with tender form/fee shall be rejected straightway.
- 8) All cuttings/overwriting in the tenders should be attested by the tenderer under his signatures.
- 9) The tendering firms may send leaflet/literature alongwith their tender.
- 10) 100% payment within 30 days shall be made after the material has been inspected and found to in order/as per specifications. The inspection of the stores will be arranged at destination, if required.
- 11) **IMPORTANT:** Tenders without Earnest Money, Tender form or Tender Fee, C.A. certificate /audit balance sheet and other conditions of technical eligibility criteria, will be summarily rejected & no further opportunity will be given.
- 12) The tenderer will not supply the Hologram & Excise Adhesive Labels approved by the Excise & Taxation Commissioner, U.T., Chandigarh to any body else except to the Department of Excise & Taxation, Chandigarh Administration. The tenderer must not have any link with the wholesale or retail liquor trade in the U.T., Chandigarh. In case of any breach of this condition, the contract shall be liable to be cancelled and further penalty shall be imposed as deem fit by the Excise & Taxation Commissioner, Chandigarh Administration, who shall decide the amount of penalty depending on the gravity of the breach of terms and conditions of the contract depending on their revenue implications etc.
13. Tenders with price variation clause will not be accepted. Any conditional tender or any deviation from the terms and conditions of the tender notice shall be liable for rejection of the tender.
14. Any tender which is not on the proper tender form and received after the due date and time, will not be considered.
15. The successful tenderer shall have to execute a contract as mentioned in Schedule B attached to the tender form.
16. Tenders which are not strictly in accordance with the specification laid down in the Tender Form will not be considered. Unless a deviation from the specification/delivery period given in the Tender Form is pointed out by the tenderer specifically, it will be presumed that tender/offer confirms to the specifications, delivery period as laid down in the Tender Form.
17. The Excise and Taxation Department, Chandigarh Administration is not bound to except the lowest tender and reserves to itself the right to reject any or all tenders without assigning any reasons.
18. All disputes will be settled within the jurisdiction of the U.T., Chandigarh.
19. The quotations will be regarded as constituting an offer open to acceptance by the Excise and Taxation Department, Chandigarh Administration in whole or in part or parts till the date as indicated in the Tender Form.
20. The offers should be typed or written legibly in ink.
21. The samples/test report wherever required shall be submitted by the date and time so fixed. Samples received after fixed time and date may be ignored.
22. The tenderer must mention complete addresses of its sister concerns, if any, along with names of partners with their complete address(s) and extent of share.
23. It must be ensured by the tenderer that tender/quotation has been signed by an authorised person. His name, designation and address should be given

- in capital letters.
24. The Excise and Taxation Commissioner, Chandigarh Administration shall be the Competent Authority for black-listing. In normal circumstances blacklisting can be resorted to by the Competent Authority for a period not exceeding five years ordinarily, in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the contract as the case may be. Before an order to the effect of blacklisting is passed, an opportunity of being heard shall be afforded. **Secondly**, the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:
- a. Dishonest/Fraudulent/Sharp Practices indulged in by the party concerned.
 - b. Misappropriation of Government monies.
 - c. Advancing a claim on the basis of forged documents.
 - d. Supply of stocks/Holograms/EALs not in accordance with the specifications/description.
 - e. Material concealment/ suppression of facts or gross misrepresentation of facts.
 - f. Conviction for an offence involving corruption or any other serious act or conduct etc.
 - g. Any Other case or situation involving National Security.
25. Withdrawal of tenders along with the earnest money will be allowed before the date of opening of tenders.
After opening of tenders:-
- a) Withdrawal of the complete tender can be allowed but in such cases, the earnest money shall be forfeited in full;
 - b) No change/alteration in rate or other terms in the tender will be permitted under any circumstances; and no partial withdrawal will be allowed under any circumstances.
26. All the necessary information can be obtained from the O/o Asstt. Excise & Taxation Commissioner, Additional Town Hall Building, Sector 17, Chandigarh on any working day during office hours i.e. from 9:00 AM to 5:00 PM or can be downloaded from the Chandigarh Administration's website www.chandigarh.gov.in from **What's New** section.

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ASSTT. EXCISE & TAXATION COMMISSIONER
FOR EXICSE & TAXATION COMMISSIONER,
UNION TERRITORY, CHANDIGARH

**EXCISE & TAXATION DEPARTMENT
CHANDIGARH ADMINISTRATION**

TENDER FORM

Instructions to Tenderer

1. Tender should be in the sealed cover in two separate envelopes, one for Technical Bid (proof of eligibility) and the second for Commercial Bid/Quotation. The said two envelopes must be put in one outer envelope properly sealed and superscribed as 'TENDER FOR SUPPLY OF HOLOGRAM AND EXCISE ADHESIVE LABELS (EALs)' and should be addressed to Excise & Taxation Commissioner, Chandigarh Administration. The quotations must reach the office of Excise & Taxation Commissioner, Addl Town Hall Building, Sector 17, U.T. Chandigarh on or before the prescribed date and time.
2. The Tender/Quotation should be signed by the tenderer or his authorized representative.
3. The Commercial Bid/Quotation form shall be duly and properly filled in. The rates and units shall not be overwritten. Commercial Bid/Quotations must be both in the figures and words.
4. Any error or omission in filling the columns of "units" and "rates" shall not be allowed to be rectified once the tender is submitted and shall altogether debar a tender/quotation from being considered.
5. All corrections must be signed by the tenderer or his authorized representative.
6. Samples in accordance with the specifications/ description as laid down must be sent freight paid or delivered free to the Excise & Taxation Commissioner, Chandigarh Administration. Each sample should bear a sealed label marked with the tenderer's name and address and reference to the item number in the schedule. All instructions regarding the samples, specified in the notice should be complied with. All samples except those against accepted tender/quotation must be removed by the tenderers on a date to be specified by the Excise & Taxation Commissioner, Chandigarh Administration, failing which the samples will become the property of Government and no claim thereof will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment etc., shall be no ground for compensation in any form.
7. The tenderer shall deposit an earnest money of Rs. 1,00,000/- in the form of Demand Draft in the name of Excise & Taxation Commissioner, Chandigarh. The Earnest money must accompany the tender form without which the tender will not be considered. The earnest money will be forfeited by the Excise and Taxation Department, Chandigarh Administration, if, the successful tenderer fails, within the time fixed by the Excise & Taxation Commissioner,

Chandigarh Administration, either to sign the contract or to deposit security referred to in clause 8 below.

8. The successful tenderer shall be required to deposit as security of Rs. 15 Lacs for due performance of the contract in the shape of a Bank Guarantee in favour of Excise & Taxation Commissioner, Chandigarh Administration within 15 days of the date of letter of acceptance
(issuance of letter of acceptance/order or executing of contract)
9. The Excise & Taxation Commissioner, Chandigarh Administration will have the right to reject all or any of the tender/quotations without assigning any reason.
10. No tender will be considered unless and until all the documents are properly signed by the tenderer or his authorised representative.
11. In the event of tender being accepted, the successful tenderer has to execute a contract within 15 days of the issue of letter of acceptance/order from by the Excise and Taxation Department, Chandigarh Administration, as per the performa given in Schedule-B read with these instructions given in the tender form.

CHECK LIST

1. Technical Bid (Proof of eligibility) (Cover-I)

- i). Cost of Tender form of Rs. 1000/-.
- ii). Bank draft in respect of Earnest Money of Rs. 1.00 Lac (One Lac)
- iii). Proof of Registered Proprietorship, Government undertaking/Government, Corporation, Company.
- iv). Proof of Turnover of Rs. 5.00 Crores in the last two year. Copies of the Audited Balance Sheet, certified by Company Auditor & Chartered Accountant.
- v). Proof of having High Security Printers with offset an Intaglio printing machines and computerized variable printing machine. Proof of RBI, Indian Bankers Association or Govt. of India approval as security printer.
- vi). Proof of experience for two years in printing and supply of security items and execution of supply of EALs, Holograms to any two Government/ Semi Government/Public Sector undertaking. At least one of these two should be with the security features of Intaglio and Hologram.
- vii) Proof of execution of the project and the performance certificate by clients in respect of two projects.
- viii) Affidavit for not having been blacklisted by any of the Govt./PSU/Bank etc. and the tenderer being not having any links with wholesale or retail liquor trade in the Union Territory of Chandigarh and has not indulged in/ tried for/or convicted for any corrupt practises.

2. Commercial Bid: (Cover-II)

- i) Schedule-A

Schedule-‘A’

‘Quotation’

Certified that our F.O.R. (as per the tender) rate for Hologram and Excise Adhesive Labels (EALs) per unit according to the specification/description given in the tender form is _____ (Rs/Paise). This includes packing charges and any other charges & all other taxes, levies, cesses duties etc. These rates are valid upto 30.04.2013.

SCHEDULE 'B'

Model format of the contract to be signed with successful tenderer.
(May not be submitted alongwith Technical & Commercial Bid/Quotation.)

This contract is entered into at Chandigarh on this ____ day of _____ 2012 by and between

The Department of Excise & Taxation, Chandigarh Administration, through _____, having its office at _____ (hereinafter referred to as "Department") which expression shall unless specifically excluded by or repugnant or contrary to the context, include its authorized agents, representatives, executors, successors and permitted assigns, **of the ONE PART.**

AND

_____ (**Name of the Tenderer/Firm etc**), through its authorized representative _____, having its registered office at _____, (hereinafter referred to as "**Supplier**"), which expression shall unless specifically excluded by or repugnant or contrary to the context, include its authorized agents, representatives, executors, successors, nominees and permitted assigns, **Of the SECOND PART.**

(Hereinafter, individually called as 'party' and jointly as 'parties')

And, Whereas, the department of Excise & Taxation, Chandigarh Administration (Department) intends to introduce the use of Holograms and Excise Adhesive Labels (EALs) on the packings/bottles of country liquor, Indian Foreign Liquor, Indian Made Foreign Liquor (excluding Beer, Wine, Champaign, Liqueurs and RTDs etc.) during the Excise year 2012-13 in UT Chandigarh, for which the Department requires approximately 10 crore holograms and Excise Adhesive Labels (EALs).

Whereas, _____ (Supplier) agrees to provide the requisite number of Holograms and Excise Adhesive Labels (EALs) to the Department, which shall be in accordance with the specifications/description given by the Department and agrees to supply the same within the stipulated time as conveyed by the Department, on mutually agreed terms and conditions.

NOW THEREFORE, in consideration of the foregoing, the parties hereby mutually agree to the terms and conditions set forth below:

1. This contract is valid up to 30.04.2013.
2. The successful tenderer/Supplier shall deposit as security of an amount of Rs. 15 Lacs, for due performance of the contract, in the shape of a Bank Guarantee in favour of Excise & Taxation Commissioner, Chandigarh Administration within ____ days of _____. (issuance of letter of acceptance/order or executing of this contract)

3. The Supplier will supply the paper based Excise Adhesive labels (EALs) and Holograms of the following Technical Specification and Security Marks & Features:

TECHNICAL SPECIFICATION FOR EALs

- a) Size of the label : 15 mm (width) x 75 mm (length)
- b) Quality of raw material
- i. Base Paper : White Chormo ART of 75 GSM
 - ii. Tear Strength of Paper : 2 to 2.5 Lbs/inchs
 - iii. Hot Melt Adhesive : 20 GSM from reputed make having ISO Certificate
 - vi. Release Paper : Silicon coated Glassine Paper of 60 GSM
 - v. Shelf Life : Atleast one year

SECURITY MARKS AND FEATURES

- a) Intaglio Printing
- b) Intaglio Rub Mark
- c) Micro Lettering
- d) Six Colour printing with Online Numbering
- e) 12 Digit sequential numbers to be generated through electronic mode to be printed on every label as specified by the Excise and Taxation Commissioner, Chandigarh Administration. Three numbers of check digits to be generated out of 12 digits serial numbers of the same label through software by using mathematical formula. These 3 numbers to be printed on the label by using computerized variable data printed machine.
- f) Specimen signature of the Asstt. Excise & Taxation Commissioner, Chandigarh Administration.
- g) Guilloche Design.
- h) Insignia of open hand with the name of Department of Excise and Taxation, Chandigarh Administration.
- i) Secret Code.
- j) Printer Code.
- k) Visible Fluorescent Ink.
- l) Micro Printing with U.V.Ink
- m) Nano printing
- n) Die Punching
- o) Colour Changing Ink
- p) Any other Security Ink or security feature that may be considered useful.

SPECIFICATION FOR HOLOGRAM

- a) Type of Hologram : Hot Stamping Scratch
- b) Size of Hologram : 15 mm x 15 mm
- c) Place of Hologram : Any place to be decided
- d) Type of Hologram Master :
 - i) Insignia of open hand
 - ii) Multi Channel Effect
 - iii) Concealed Image
 - iv) Kinetic effect and Guilloche Pattern
 - v) Covert Laser Readable Image
 - vi) Micro- text
 - vii) Nano-text
 - viii) Raster Image
 - ix) Any other security feature as may be found suitable.

4. Any change in the constitution of the firm shall be notified forthwith by the supplier in writing to the department and such change shall not relieve any former member of the firm from any liability under the contract.
5. No new partner/partners shall be accepted into the firm by the supplier in respect of this contract unless he/they agree to abide by all its terms, conditions and execute with the department a contract to this effect. The Supplier's receipt or acknowledgment or any partners subsequently accepted as above shall bind all of them for any of the purpose under this contract.
6. The supplier will supply genuine articles/stocks as and when required/indented by the Department. The said articles must be of specifications described in the 'Tender Form' and in the clause 2 of this contract and sent at rates set forth in the 'Commercial Bid/Quotation' (Schedule-A) as accepted by the department. No guarantee is given by the department as to the quantity which will be ordered during the currency of this contract, but the department undertakes to order from the supplier the items as detailed in the Tender Form which the Department requires to purchase, except that the department reserves to itself the right of placing the Contract with one or more supplier(s) as it may think fit and in consideration of the aforesaid the Suppliers binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.
7. The Supplier shall be responsible for all the complaints as regards the quality of articles supplied by him. In case of dispute regarding quality of articles, the decision of the Excise & Taxation Commissioner, Chandigarh Administration will be final and binding on the supplier. It will be open to the Excise & Taxation Commissioner, Chandigarh Administration to send samples submitted by the tenderer/supplier to any laboratory for analysis (chemical or otherwise) and the cost thereof will be borne by the tenderer/supplier.
8. The Department may by notice in writing call upon the supplier to supply additional articles to serve as sample(s) and upon such notice in writing, Supplier shall at his own cost be bound to supply additional samples and such additional samples being in all respect of the same quality as the sample first supplied.
9. The supplier will be responsible for damage or loss in transit and replace goods broken/damage or lost within 10 days from the date of notice thereof.
10. The supplier will not supply Hologram/Excise Adhesive Labels (EALs) approved for supply to Excise & Taxation Department, Chandigarh Administration to any other party. In case of breach of this condition, apart from cancellation of the contract, penalty shall also be imposed by the

Excise & Taxation Commissioner, Chandigarh Administration on the supplier, depending on the gravity of the breach of terms and conditions of the contract and on there revenue implications etc.

11. Unless when specially ordered otherwise in the order accompanying the indent, all goods must be dispatched within ____ days from the date of notice thereof.
12. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of this contract.
13. (a) The Excise & Taxation Commissioner, Chandigarh or the Asstt Excise & Taxation Commissioner or any of the other officer of the Excise & Taxation Department duly authorized in writing by the Excise & Taxation Commissioner, Chandigarh shall have the power to inspect the stores, before, during or after manufacturer, collection, dispatch, transit or arrival of the articles (EALs/Holograms) and to reject the same or any part or portion after the written approval of the Excise & Taxation Commissioner, Chandigarh, if he or they not satisfied that the same is equal or according to the sample submitted by the supplier. The Supplier shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the supplier at once at his own expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. The Department shall be under no liability whatsoever for rejected supplies and the same will be at the Supplier's risk and cost. Rejected supplies shall be removed by the supplier within 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods will be at the Supplier's risk and Government may charge the supplier rent for the space occupied by such rejected goods.
(b) Super Inspection of stores, already inspected may be carried out at the discretion of the Excise & Taxation Commissioner, Chandigarh Administration or by such officer as may be authorised by him in this respect. The provision of conditions 10(a) will apply mutatis mutandis to the Super Inspection also.
14. The supplier shall provide without any extra charge all materials, tools labour and assistance of every kind which the aforesaid officer mentioned in 10(a) and (b) may consider necessary for any test or examination which he may require to be made on the supplier's premises and shall pay all cost attendants thereon. The Supplier shall bear the cost of carrying out test elsewhere. The Supplier shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials which he requires for tests for chemical analysis or otherwise independent testing machine. If for the purpose of determining the quality of stores the aforesaid Officer

find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the Supplier. On the failure of the supplier to pay the expenses within 10 days of the receipt of intimation in this behalf from the aforesaid Officer, the Department shall have the right to deduct the amount from the security deposited by the Supplier and the department may treat the default as breach of contract and proceed under clause ____ of this contract without further notice. Further the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or cut off and/or destroy a portion not exceeding 2 per cent from each delivery for such purpose and the quantity so cut out or destroyed as aforesaid shall be replaced by supplier free of charge.

15. Packing cases, containers, gunny packages etc. which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specially stipulated or agreed between the parties in written.
16. Unless otherwise specified in a requisition/indent, bills for the whole of the goods referred to in each indent, in triplicate, will be prepared and submitted by Supplier to the Department for payment under intimation to the Excise & Taxation Commissioner, Chandigarh Administration. The full amount will be paid once the articles are found to be in good condition and as per specification on verification. Should the payment of bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Excise & Taxation Commissioner, Chandigarh Administration. All such complaints should be given:-
 - i. the number and date of the requisition;
 - ii. the designation of the Requisitioning Officer;
 - iii. the designation and address of the consignee;
 - iv. the designation and address of the officer to whom the bill was sent by the supplier;
 - v. the number and date of the bill and the date on which the bill was sent to the officer mentioned in (iv) above; and
 - vi. full reference to reminders, if issued.
17. (i) With every despatch of articles/goods or materials under the contract, invoice in triplicate will be prepared by the supplier. Invoices in duplicate are to be sent by the supplier to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and the third copy to be sent by the Supplier to the Excise & Taxation Commissioner, Chandigarh Administration, for record in his office.

(ii) The Supplier shall dispatch material “freight paid” in all cases where their offer is F.O.R. destination. In the event of their failure to do so, a penalty of 5 percent will be charged on the amount paid as freight by the Indenting Officer;

(iii) The Supplier will send quarterly statement of the goods supplied under this arrangement to the Excise and Taxation Commissioner, Chandigarh Administration, in the following form:-

Name of Officer	Indent No.	Name of Articles	Quantity of number supplied and to whom supplied and where	Value of supplies in rupees	Remarks

(iv) All despatches by rail or transport will be made at Suppliers risk and cost. Subject to these conditions the Supplier will not be entitled to charge or be paid for supplies broke, lost or damaged in transit. The Excise & Taxation Commissioner, Chandigarh Administration will be the authority to determine whether or not the breakage, loss or damage was caused through the Supplier’s negligence and the decision thereof shall be final and conclusive against the Supplier. Such rejected supplies shall be removed by the Supplier at his own expense.

(v) If during the currency of the contract, the specifications of any article or articles to be supplied there under be changed the Supplier shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at the rate to be mutually agreed to in writing between the parties at the time of such change, and in default of such agreement, the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the Supplier to any compensation.

18. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand, the Supplier shall not be entitled to any compensation. The department will however, make all reasonable endeavours to give notice of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.
19. The time for and date of delivery of despatch stipulated in a supply order shall be deemed to be the essence of the contract and should the Supplier fails to deliver or despatch any consignment within the period prescribed for such delivery or despatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty as per consignment per month recoverable on the value of the stores supplied. In case of non payment by

the Supplier, recovery will be made from his bills or amount of Earnest Money or Security deposited with the Department provided that:

(a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period upto 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the Supplier and there was no loss to Government.

(b) Where the delay on the part of Supplier is of more than 2 weeks, the matter of extension of delivery period will be referred by the Indenting Officer to the Excise & Taxation Commissioner, Chandigarh Administration, with a certificate that there are genuine reasons for delay on the part of Supplier and that no loss will result to Govt. in case extension of delivery period is allowed. The case will be decided on merits by the Excise & Taxation Commissioner, Chandigarh Administration, and in case of delivery period is extended, no penalty for supplies, made during the extended period be recovered from the Supplier.

20. The Supplier acknowledges that he has made himself fully acquainted with all the terms and conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the Supplier shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of Supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.
21. No payment will be made in advance for any Supplies under this contract.
22. The Supplier shall not assign or sublet contract without written approval of the Department.
23. The Excise and Taxation Commissioner, Chandigarh Administration shall be the competent Authority for black-listing. In normal circumstances blacklisting can be resorted to by the competent Authority for a period not exceeding five years ordinarily, in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the contract as the case may be. Before an order to the effect of blacklisting is passed, an opportunity of being heard shall be afforded.

Secondly, the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:

- a. Dishonest/Fraudulent/Sharp Practices indulged in by the party concerned.
- b. Misappropriation of Government monies.
- c. Advancing a claim on the basis of forged documents.

- d. Supply of stocks/Holograms/EALs not in accordance with the specifications/description.
- e. Material concealment/ suppression of facts or gross misrepresentation of facts.
- f. Conviction for an offence involving corruption or any other serious act or conduct etc.
- g. Any Other case or situation involving National Security.

24. **Force Majeure:**

The Supplier shall not be liable for forfeiture of its Earnest Money, Security Deposit, Liquidated Damages, or Termination of this contract, if the delay in performance or other failure to perform its obligations/services under this contract is the result of an event of Force majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the supplier’s fault or negligence, and is not foreseeable. Such events may include, but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, Supplier shall promptly notify the department in written of such condition and the cause thereof. Unless otherwise directed by the Department or its authorized officer, in written, the Supplier shall continue to perform its obligations/services under this contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the force Majeure event.

25. **Termination of this agreement**

The Department, without prejudice to any other remedy for breach of any terms and conditions of this contract besides forfeiting security deposit/earnest money, may by a prior written notice of ____ days, sent to the Supplier, terminate this contract, fully or in part in the following exigencies:

- (a) If the Supplier fails to perform any obligation(s) under this contract or violates any term and condition of this contract; or
- (b) If the Department is of the view that the services of the Supplier are no longer required; or
- (c) If the Supplier fails to deliver stocks of Holograms and EALs as per specification/description mentioned in this contract; or
- (d) If the Supplier has engaged in corrupt or fraudulent practices in competing for or in executing this contract; or
- (e) If the supplier becomes/declared bankrupt or otherwise insolvent. In this event, termination will be without any compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department; or

(f) For any other reason which in the opinion of the Department is a ground for the termination of this contract.

In the event Department terminates this contract in whole or in part, the Department may procure, upon such terms and in such manner as it deem appropriate, services similar to those which are undelivered and the Supplier shall be liable to the Department for indemnifying any excess costs so incurred for such similar services. However, the Supplier shall continue performance of the services as per the contract to the extent the same was not terminated. The Department would pay to the supplier cost of services (delivery of Holograms and EALs) provided till the date of the termination.

26. If any question, difference or objection whatsoever shall arise, in any way connected with or touching or arising out of this contract or the meaning or operation of any part thereof or the rights duties or liabilities or either party, than save in so far as the decision of any such matter is herein before provided for and has been so decided, shall be referred to the Sole Arbitrator i.e. _____ Chandigarh Administration and his decision shall be final and binding on both the parties.

27. All disputes concerning this contract shall be subject to the jurisdiction of courts at Chandigarh.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS CONTRACT ON THIS ____ DAY OF _____ 2012

Date:

Place:

Witness

Witness

(-----)

Excise and Taxation Department
Chandigarh Administration
(Department)

Authorized Representative of

M/s _____
(Supplier)