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Narcotics Control Bureau Hqrs
West Block No., Wing-5
R K Puram, New Delhi-110066.

Reply should be addressed to
the Director General

Quoting: E-2663/IP/1/23/2023- Procurement Cell/

17/08/2023

INVITATION OF ONLINE BIDS FOR SUPPLY OF DRUG DETECTION KITS FOR TESTING OF DRUGS AND CONTROLLED SUBSTANCES COVERED UNDER NDPS ACT, 1985 (AS AMENDED) AND RCS ORDER, 2013 DURING SEARCH AND SEIZURES AGAINST RFP NO. E-2663/IP/1/23/2023- Procurement Cell/ DATED ___/08/2023.

Sir,

1. **"Online bids" (on OTE basis under two bid system)** from Registered/Approved vendors/firms are invited by the Narcotics Control Bureau for supply of items listed in Appendix-D of this RFP. Manual bids shall not be accepted. Tenders from black listed/ banned firms shall not be accepted. Tender document can be viewed and downloaded in Narcotics Control Bureau web site <https://narcoticsindia.nic.in> and CPPP site <https://eprocure.aov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET mentioned below:-

CRITICAL DATE SHEET

SL.	DESCRIPTION	DATE & TIME
(a)	Published Date	18/08/2023 (1700 HRS)
(b)	Bid Document Download / Sale Start Date	18/08/2023 (1830 HRS)
(c)	Clarification Start Date	18/08/2023 (1830 HRS)
(d)	Clarification end date	04/09/2023 (1100 HRS)
(e)	Pre-bid meeting	No
(f)	Bid submission start date	18/08/2023 (1830 HRS)
(g)	Bid Document Download / Sale End Date	04/09/2023 (1100 HRS)
(h)	Bid Submission End Date	04/09/2023 (1100 HRS)
(j)	Technical Bid Opening Date	05/09/2023 (1100 HRS)
(k)	Opening of Commercial Bids	Will be intimated in due course after technical evaluation by TEC.

2. The address and contact numbers for sending online bids or seeking clarifications regarding this RFP are given below:-

The Director General
Narcotics Control Bureau
West Block No. 1. Wing No. 5,
R. K. Puram, New Delhi-66
Tele:011-26761144, Fax: 011- Fax No. 26185240
Website: narcoticsindia.nic.in

3. This RFP is divided into the parts as follows:-

- (a) **Part I**- Contains General information and Instructions for the Bidders about the RFP such as the time, place of opening bid, EMD and sample, Validity period of tenders, etc.
- (b) **Part II**- Contains essential details to the items/ services required, such as the Schedule of the Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee Details.
- (c) **Part III**- Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V**- Contains Evaluation Criteria and Format for Online Price bids.

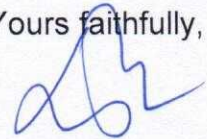
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of **Narcotics Control Bureau**.

6. Bid documents may be scanned with 100 dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

7. Bids shall be submitted online only. at CPPP website: <https://eprocure.gov.in/eprocure/app>. or NCB Website: **narcoticsindia.nic.in**:

Yours faithfully,



(Ravi Shanker Joshi)
Assistant Director (Admin)
for Director General

Part I - General information

1. Last date and time for depositing the online bids:- as per critical date sheet.

The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Online Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids of Bid documents. Bids sent by FAX or e-mail will not be considered. Samples and EMD to be deposited manually at addressed mentioned in para 2 of letter before opening of Technical bid.

3. Time and date for opening of Bids: as per critical date sheet.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Address for submission of sample and EMD:- At Narcotics Control Bureau, Head quarters premises (Reception).

5. Place of opening of the Bids: Narcotics Control Bureau Headquarters, New Delhi.

6. Two-Bid system:

(a) The procurement will be on two-bid system and, the technical bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid based on requisite documents received online by the tenderers will be carried out by a board of officers. The details of firms found compliant after TEC evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

7. Forwarding of Bids: Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad. The copies of GST No and bank details and other enclosures as per part II of RFP and are to be signed/self attested and scanned with 100 dpi in black and white option in PDF format.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarifications as per critical date sheet at address at mentioned above.

9. Modification and Withdrawal of Bids: The Bidder may modify (resubmit) his bid on line after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline.

(b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid for **180 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit (EMD):-** Earnest Money Deposit (EMD): Rs. 3,10,000/- (Rupees Three Lac Ten Thousand Only) in the form of Demand Draft drawn in favour of "DDO NCB (Hqrs)". This EMD should be submitted separately in sealed envelope super-scribed as "EMD for (Name of the work) and ----- dated / /2023". Failure to deposit Earnest Money will lead to rejection of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited. EMD should be dropped in the tender box available at the reception of Narcotics Control Bureau (Hqrs) R. K. Puram New Delhi on or before last date & time of submission in a sealed envelope addressed to: "The Deputy Director (Admn), NCB (Hqrs) West Block No. 1, Wing No. 5, R. K. Puram, New Delhi-110066. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The **Bid Security** of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required** to be submitted by those **Bidders who are registered for the same item/range of products, goods or services** with the Central Purchase Organization (e.g. DGS&D, National Small Industries Corporation (NSIC) or any Department of MHA or MHA itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Hard Copy of original instruments in respect cost of earnest money be delivered to the Director General, Narcotics Control Bureau, Headquarters, R K Puram, New Delhi- 110 066 on or before bid opening date/time as mentioned in critical date sheet.

15. **Bid Security Declaration:-** In case of withdrawal or modification of their bids during the period of validity, etc. the bidders will be suspended for a period of 3 years. In this regard Bidders to sign and provide the bid security declaration **undertaking** along-with tender.

16. **Public Procurement (Preference to Make in India), Order-2017:-** Preference will be given to the supplier who will fulfill the conditions as mentioned in the Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 regarding Public Procurement -Preference to make in India order, 2017 (copy attached).

Part II - Essential Details of Items/Services required**1. Schedule of Requirements** - List of items / services required is as follows:

Name of Work : **Procurement of total 2604 Drug Detection Kits (Standard size Narcotics Drug Detection Kits-1826, Precursor Detection Kits-535 & Ketamine Detection Kits-243) for testing of Drugs and Controlled Substances covered under NDPS Act, 1985 (as amended) and RCS Order, 2013**

Name of the Bidder/ Biding firm /Company					
<u>Price Schedule</u>					
Domestic Tender : Rates are to be 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 rejected for the tender, Bidder are allowed to enter the Bidder Name and Values only)					
Sr. No.	Item Name and Description	Item Code / Make	Rate per Quantity	Total Amount	Total Amount in Words
1	Standard size Narcotics Drug Detection Kit (Description is attached as Appendix-D)	Item Code - 001		0.00	INR Zero only
2.	Precursor Detection Kit (Description is attached as Appendix-D)	Item Code - 002		0.00	INR Zero only
3.	Ketamine Detection Kit (Description is attached as Appendix-D)	Item Code - 003		0.00	INR Zero only

Technical Specifications: Drug detection Kits for testing of drugs and controlled substances covered under NDPS Act, 1985 and RCS Order 2013 during searches & seizures as per Appendix D to this RFP.

- (a) Specifications/drawings, as applicable : As per appendix D
- (b) Technical details with technical parameters : As per appendix D
- (c) Requirement of technical documentation : As per appendix D
- (d) Nature of assistance required after completion of warranty : As per appendix D
- (e) Requirement of pre-site/equipment inspection : As per appendix D
- (f) Any other details , as considered necessary : following highlighted :-
 - (i) The rates quoted shall be valid for one year from the date of supply of the DD kits.
 - (ii) The delivery of the DD kits shall be made within the 45 days from the issue of the supply order.

- (iii) There should be an expiry date of minimum 06 months from the date of manufacturing of the said Drug Detection Kits.
- (iv) Product support of the supplier should be for a period of 6 months..
- (v) The warrantee for the product is required for a period of 6 months.
- (vi) The vendor has to submit the type test certificate in accordance with Technical requirement.
- (vii) There will be a Liquidated Damage of 10% of the total amount on breach of the tender.
- (viii) The Assistant Director (P&C), NCB (Hqrs) West Block No. 1, Wing No. 5, R. K. Puram, New Delhi reserves the right to enhance the number of quantity by 25% during the validity period of the tender in the interest of the department, for any justifiable reasons.

(g) Pilot Sample :- The sample is to be submitted to the Narcotics Control Bureau Headquarters and should have been **type tested**. Submission of sample duly stamped & cleared the Type Testing Certification as per Technical Requirement is to be submitted physically on or before opening of technical bids at the address mention below. **(Firms who have supplied DD Kits to NCB in last two years are exempted from the purview of submission of samples)**

- (h) All clarifications required on the specifications are to be addressed to Assistant Director(P&C) by any of the following methods:-
 - (i) Designation of contact person: AD(P&C)
 - (ii) Telephone number: 011-26761144/20863886
 - (iii) E-mail id: narcoticsindia.nic.in.
 - (iv) Fax No.: 011-26185240

3. **Online submission of Two-Bid System** - The case is being processed on two-bid system and, only the Technical Bid would be opened online at the time and date mentioned in Critical Date Sheet. **No price should be indicated in the Technical Bid.** Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial Online bids of only those firms will be opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. The Bids will be submitted in the following manner:-

- (a) **Online Cover-I.** Cover-1 will contain the following documents for Technical Bids which should be scanned and uploaded in PDF format and will be submitted online only:-

***Technical Bid**

- (i) Scanned copy of Earnest Money Deposit (EMD) / its exemption, if any
- (ii) Scanned copy of Pan Card.
- (iii) The agency must have certificate of GST issued by the Govt. of India
- (iv) Scanned copy of Pre-Receipt
- (v) Any three (03) financial years' experience during the last five (05) years of the firm in the field of providing such services in Central Govt. establishments/ Autonomous bodies of Govt. of India / Corporations of Govt. of India/reputed public or private organizations.
- (vi) Bank details (Mandate Form)
- (vii) Registration certificate of the firm with the Govt body.
- (viii) Power of Attorney / Partnership Agreement attested by Notary Public or Affidavit as prescribed above
- (ix) Authority Letter, if any
- (x) Scanned copy of tender document duly signed and stamped
- (xi) Scanned copy of recent Income-Tax Clearance Certificate
- (xii) List of Government Institutions to which such services are provided by the bidder on letter head of the company (duly signed and stamped)
- (xiii) An undertaking by the bidder stating that he or his company were not black-listed ever by any government organisation or institution
- (xiv) An undertaking by the bidder / company that the quoted items have not been and are not being tested for any other organisation at rates quoted lower than here
- (xv) Copy of certificate of appreciation or satisfactory performance, if any, received from any government organisation / institution (not older than 2 yrs.).

(xvi) Copy of valid registration certificate regarding the firm's registration with DGS&D/NSIC, for exemption of EMD.
 (xvii) Signed & Scanned Copy of (aa) Income Tax Return for last two assessment year, (ab) GSTIN No. (ac) PAN Card.

(xviii) EMD to be submitted MANUALLY on or before opening of technical bids.

(xix) (aa) Signed and scanned copy of duly filled compliance specifications
Appendix 'A' of RFP.

(ab) Self attested and scanned copy of supply orders executed successfully by the firm to PSU or Govt, department for **same items** only in past two years.
 Abstract to be filled up in **Appendix 'B' of RFP.**

(xx) **Signed & scanned copy of OEM:** The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.

(iv) Signed and scanned copy of Valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities in respect of OEM.

(v) Signed and Scanned copy of Certificate of "Acceptance of terms and conditions of RFP and to supply the item as per specification".

(vii) Signed & Scanned Copy of (aa) Income Tax Return for last two assessment year, (ab) GSTIN No. (ac) PAN Card.

(b) **Online Cover-II.** Commercial bid in the form of **BoQ** (Bill of Quantities) will be **submitted online** as Cover-II.

Note : (i) Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.

(ii) Failure to submit any of above documents will render the bid invalid

(iii) GST registration is mandatory for participation in the **RFP**. Bids submitted by / vendors without GSTIN will be rejected.

4. **Delivery Period** : Delivery period for supply of items would be **45** Days from the effective date of supply order. Further, Bulk Production is to be done on approval of the pilot sample from Narcotics Control Bureau Headquarters. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. All supplies/approval are to be restricted with the delivery period. The supplier shall be permitted to deliver the item for quantities mentioned at para 1 above in not more than two lots at each consignee within the delivery period.

5. **INCOTERMS for Delivery and Transportation** - The definition of Delivery Period for this Supply Order will be local delivery at the site of consignees.

7. **Consignee details:-**

S. NO.	ZONAL UNIT	ADDRESS DETAILS		
1.	DELHI	NARCOTICS CONTROL BUREAU, DELHI ZONE, WEST BLOCK-1, WING NO.VII, R.K.PURAM, NEW DELHI-66		
		Email: dznu-ncb@nic.in		STD CODE-011
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	26186283 26170487 26177347	26181449

2.	MUMBAI	NARCOTICS CONTROL BUREAU, MUMBAI ZONE, EXCHANGE BUILDING, 3 RD FLOOR, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400001		
		Email: mzu-ncb@nic.in		STD CODE-022
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	22621593 22620428	22614315 22613604
3.	CHENNAI	NARCOTICS CONTROL BUREAU, CHENNAI ZONE, Plot No. FD2 , 2 ND MAIN ROAD, 3 RD AVENUE TNHP (LAY OUT) AYAPPAKHAM, NEAR TO (ICMR)CHENNAI-77.		
		Email: szu-ncb@nic.in		STD CODE-044
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2682 3480 26820694	044-2682 2481
4.	KOLKATA	NARCOTICS CONTROL BUREAU, EASTERN ZONE, PREMISES NO.04-0321, PLOT NO. DJ-2, STREET PO NEW TOWN, NEW TOWN, RAJARHAAT, KOLKATA-700156		
		Email: kzu-ncb@nic.in		STD CODE-033
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	23416250 23416200	23416252 22891957
5.	LUCKNOW	NARCOTICS CONTROL BUREAU, LUCKNOW ZONE ,B-912, SECTOR-A,CID COLONY,MAHANAGAR, LUCKNOW-16		
		Email: vzu-ncb@nic.in		STD CODE-0522
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2339410 2339412	2339411
6.	JODHPUR	NARCOTICS CONTROL BUREAU, JODHPUR ZONE, SECTOR - 18 E, CHAUPASANI HOUSING BOARD, JODHPUR-342008 (RAJ.)		
		EMAIL: jzu-ncb@nic.in		STD CODE-0291
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2710082 2710433	2710092 2710480
7.	AHMEDABAD	NARCOTICS CONTROL BUREAU, AHMEDABAD ZONE, NEAR SARDAR DHAM VAISHNODEVI CIRCLE, KHODIYAR, AHMEDABAD, (GUJRAT)-382421		
		Email: azu-ncb@nic.in		STD CODE-079
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	27485488 27493094	27497330
8.	JAMMU	NARCOTICS CONTROL BUREAU, JAMMU ZONE, 42 B/B 2 ND EXTENTION, GANDHI NAGAR, JAMMU – 180004.		
		Email: jmzu-ncb@nic.in		STD CODE-0191
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2439905 2439912	2439829
9.	INDORE	NARCOTICS CONTROL BUREAU, INDORE ZONE, Plot No.13, Phase - 02 SCHEME NO - 78, VIJAYNAGAR, INDORE - 452010 (MP)		
		Email: indzu-ncb@nic.in		STD CODE-0731
		DESIGNATION	TEL.OFFICE	
		Zonal Director	2557705 2557703	2557701
10.	GUWAHATI	NARCOTICS CONTROL BUREAU, GUWAHATI ZONE, VIP ROAD, ROOPKUNWAR PATH, CHACHAL, PO-KHANPARA, GUWAHATI-781022 (ASSAM).		
		Email: ghtzu-ncb@nic.in		STD CODE-0361
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2963252 2963253	2963254 2339375

11.	PATNA	NARCOTICS CONTROL BUREAU, PATNA ZONE, KARPURI THAKUR SADAN, D&E BLOCK, 4 TH FLOOR, D&E BLOCK ASHIANA DIGHA ROAD, PATNA, BIHAR-800025		
		Email: pzu-ncb@nic.in		STD CODE-
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	9677636250	
12.	BANGALORE	NARCOTICS CONTROL BUREAU, BANGALORE ZONE, 7/1-2, PRIYANKA VILLAS, RAMANNA GARDEN, KATTIGENAHALLI, BAGLUR MAIN ROAD, PO- AIR FORCE STATION, YELAHANKA, BANGALORE - 560063		
		Email: blzu-ncb@nic.in		STD CODE-080
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	29720586	29720586 28478316
13.	CHANDIGARH	NARCOTICS CONTROL BUREAU, CHANDIGARH ZONAL UNIT, PLOT NO. 4 SECTOR -66, CHANDI PATH, MOHALI (PUNJAB)- 160055.		
		Email: czu-ncb@nic.in		STD CODE-0172
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2779731 2780109	2780108
14.	COCHIN	NARCOTICS CONTROL BUREAU, COCHIN ZONAL UNIT, 2 ND FLOOR, A1 BLOCK, KENDRIYA BHAVAN(OPP.CSEZ)KAKKANAD, KERALA-682037.		
		Email: kochi.ncb@gamil.com		STD CODE-
		DESIGNATION	TEL.OFFICE	Fax.No.
		Supdt NCB Kochi	052334130	
15.	DEHRADUN	NARCOTICS CONTROL BUREAU,DEHRADUN ZONAL UNIT, 123 B, RAJESHWAR NAGAR, PHASE-1, SAHASTRADHARA ROAD, DEHRADUN-248001.		
		Email: supdt-ncb-ddn@nic.in		STD CODE-0135
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	2608873 9088768220	
16.	IMPHAL	NARCOTICS CONTROL BUREAU,IMPHAL ZONAL UNIT, AIRPORT ROAD, UCHEKON, CHANGANGEI, IMPHAL, MANIPUR-795140		
		Email: rdimzu-ncb@nic.in		STD CODE-
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	8278201176	
17.	BHUBANESWAR	NARCOTICS CONTROL BUREAU,BHUBANESWAR ZONAL UNIT, PLOT NO. 4/9927, SAILASHREE VIHAR , BHUBANESWAR-751021		
		Email: bbsr-ncb@nic.in		STD CODE-0674
		DESIGNATION	TEL.OFFICE	Fax.No.
		Assistant Director	2721151 9427667428	0674-2721152
18.	JAIPUR	NARCOTICS CONTROL BUREAU,JAIPUR ZONAL UNIT, 3 RD FLOOR, KENDRIYA SADAN, VIDHYADHAR NAGAR, JAIPUR-302039		
		Email: supdt-ncb-jaipur@nic.in		STD CODE-0674
		DESIGNATION	TEL.OFFICE	Fax.No.
		Intelligence Officer(Smt.Farhat)	9352991264	

18.	Ranchi	NARCOTICS CONTROL BUREAU,RANCHI ZONAL UNIT, S.N TOWER 3 RD FLOOR, NEAR SIDHU KANHU PARK, RANCHI-834008		
		Email: supdtrnc-ncb@mha.gov.in		STD CODE-0651
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	2280755 7005133288	

7. **Eligibility criteria and instructions for vendors**

- (a) A proof of capacity to undertake the order will have to be submitted by the firm which will be subjected to verification if considered necessary.
- (b) Firm to submit **six samples** duly stamped on or before opening of technical online bids with the quoting reference of the tender and date of opening of the tender. **(Firms who have supplied DD Kits to NCB in last two years are exempted from the purview of submission of six samples).**
- (c) Firm should have capability of supply of Drug Detection Kits as specified above.

8. **Special Conditions:** Some important special conditions of contract are as follows:-

- (a) In case of emergency, the purchaser may purchase the same item through ad-hoc contract with a new supplier.

Part III - Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer

may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/ Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Penalty/ Liquidated Damages:** In the event of the Seller's failure to submit the Bonds in favour of "Director General Narcotics Control Bureau", Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct **from** the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than (06 months) provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting:** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights:-** The prices stated in the present Contract shall be deemed to include **all** amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties-** GST as applicable

- (a) **In respect of Foreign Bidders:** Blank

(b) **In respect of Indigenous bidders**

General:-

1. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their online bids will be taken into account in the ranking of online bids.

2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable to the Seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/State/ Local governments on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the Seller. Section 64 A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central/State/Local governments on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the online bids. Bidders are required to include the same in the pricing of their product.

(ii) **Custom Duty:** As applicable

(iii) **Excise Duty:** NA

(iv) **VAT/Sales/Octroi Duty:** NA

15. **Pre-integrity Pact clause:** NA

Part IV - Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contracts as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee:-**

(a) **Indigenous cases:-**The Bidder will be required to furnish a Performance Bank Guarantee in favor of Director General NCB by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 3% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **60 days** beyond the date of warranty.

(b) **Foreign cases:** NA

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause:** - To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 30% plus/minus i.e. increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers:-** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS. The payment will be made as per the following terms, on production of the requisite documents:

a. Blank

b. **Stage-wise payment** - Part payment against Part supply as per delivery schedule mentioned in para 1 & 4 of Part II of RFP is permitted subject to acceptance of material by consignee and on receipt of CRV and Inspection Note. Part supply should not be more than two lots.

(c) & (d) - Blank

6. **Payment terms for Foreign Sellers:** - NA

7. **Advance Payments** -No advance payment will be made.

8. **Paying Authority:**

(a) **Indigenous Sellers:** (Director General, Narcotics Control Bureau, New Delhi-110 066). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Seller's bill.

- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
 - (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) CRVs in duplicate.
 - (v) Inspection note.
 - (vi) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - (vii) Exemption certificate for Excise duty/ Customs duty, if applicable.
 - (viii) Bank guarantee for advance, if any.
 - (ix) Guarantee/ Warranty certificate.
 - (x) Performance Bank guarantee/ Indemnity bond where applicable.
 - (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - (xiii) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
 - (xiv) User Acceptance.
 - (xv) Photo copy of PBG.
- (Note - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) **Foreign Sellers- Blank**

9. **Fall clause:-**The following fall clause will form part of the contract placed on successful bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate Supply Order is completed.

Note:- Bidders to accept "fall clause" and to give a undertaking that in case it supplies or quotes a lower rate to the other Govts., public sector or private organizations, it would reimburse the excess.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser or any Deptt, of central Govt, or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the Supply Order, the seller shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: -

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority

(c) Blank

10. **Exchange Rate Variation Clause:** NA

11. **Risk & Expense clause:**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER'S country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.'

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100% of the contract.

12. **Force Majeure clause:-**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

13. **Buy-Back offer:** NA

14. **Specification:** Items to be supplied as per specification placed at Enclosures to RFP.

15. **OEM Certificate:** The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM. Firm should have the approval of national authorities of the country of manufacture Drug Detection Kits should have been type tested in accordance with Technical requirements/ specifications.

16. **Export License:** NA

17. **Earliest Acceptable Year of Manufacture:** The item should be of latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery. The earliest acceptable year of manufacture will be 2017. Life certificate is to be enclosed with the bill.

18. **Buyer Furnished Equipment:** NA

19. **Transportation:-** Local delivery at site as per consignees details mentioned above, on Door delivery basis.

20. **Air lift:** NA

21. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder -

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ENSURE THEIR SAFETY AGAINST DAMAGE in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each item shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required: -

- (i) Type of DD Kit Number:
- (ii) Nomenclature:
- (iii) Contract annex number:
- (iv) Annex serial number:
- (v) Quantity contracted:

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) EXPORT
- (ii) Contract No. -----
- (iii) Consignee-----
- (iv) Port / airport of destination
- (v) Ultimate consignee -----
- (vi) SELLER -----
- (vii) Package No. —
- (viii) Gross/net weight:

- (ix) Overall dimensions/volume:-----
- (x) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

22. **Quality:** - The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Supply Order shall be latest, and shall incorporate all the latest improvements and modifications to improve the quality.

23. **Quality Assurance:-** in accordance with Appendix 'D'

24. **Inspection Authority.** - All items shall be accepted, Testing and Certification, in accordance with Appendix 'D'

25. **Pre-Dispatch Inspection:** Blank

26. **Joint Receipt Inspection:** Blank

27. **Franking clause:-**

(a) **In the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order".

(b) **In the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order."

28. **Claims:-** The following Claims clause will form part of the contract placed on successful Bidder-

(a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within **15** days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller.

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within **15** days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than **15** days after expiry of the guarantee period. The quality claims shall be submitted to the Seller.

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall

be enclosed to the presented claim. The Seller will settle the claims within **15** days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

29. **Warranty:** -

(a) The following Warranty will form part of the contract placed on the successful Bidder:

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 6 months from the date of delivery of the said goods stores/articles to the Buyer or 6 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 6 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) to(iv). **Blank**

30. **Product Support:** The supplier has to guarantee the satisfactory performance of the DD Kits for minimum period of 6 months, and product support for the same duration from the date of delivery to Narcotics Control Bureau.

31. **Annual Maintenance Contract (AMC) Clause-** Blank

32. **Engineering Support Package (ESP) clause-** Blank

33. **Price Variation (PV) Clause-** Blank

Part-V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria:-** The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) **The Lowest Bid will be decided based upon the cumulative lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below.** The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product, as quoted by bidders.
 - (ii) **Blank.**
- (d) Deleted as per DPM-2009 amendment -1/15 dated 10 Nov 15
- (e) **Blank.**
- (f) **Blank.**
- (g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 10 %. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- (h) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (j) Any other criteria as applicable to suit for particular case.

2. **Price Bid Format:-** The Commercial Bid Format as **BoQ** is given along with this RFP. Bidders are required to fill this up correctly with full details, as required.

- (a) The Commercial bid format is provided as **BoQ** along with this tender document at <https://eprocure.gov.in>. and <https://narcoticsindia.nic.in>. Bidders are advised **to download this BoQ** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable**
- (b) Accessories. **Blank**
- (c) Installation / Commissioning. **Blank**
- (d) Training. **Blank**
- (e) Technical literature. **Blank**
- (f) Tools. **Blank**
- (g) AMC - **Blank**
- (h) Any other requirement- **Blank**

Note - Determination of L-1 will be done based on total of basic prices(**not including** levies, taxes and duties levied by Central/State/Local governments such as GST, Octroi/entry tax, etc on final product) of all items/requirements as mentioned above.

3. The bidders are required to **UPLOAD** following in the commercial bid:

- (a) Signed and scanned copy of Price bid undertaking (as Appendix 'C to RFP).
- (b) Schedule of price bid in the form of BoQ (attached in online-tender).

Appendix 'A'

(Refer Para 3(a) (iii) (aa) of Part II of RFP)

TECHNICAL COMPLIANCE MATRIX BY THE VENDOR it is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)

Sl. No	Clause	Supporting Documents Required	Yes/No. (Attach documents wherever applicable)	Reasons for Non-compliance
01.	No price should be indicated in the Technical Bid else the same will be rejected summarily.	No		
02.	Technical Bids should be scanned and uploaded by Bidder under their original memo/letter pad inter alias furnishing details.	Yes		
03.	Firm should have capability of supplying of Drug Detection Kit as per Technical specification Appendix-'D'. Firm should also have type tested as pre-requisite in accordance with Technical requirement/ specifications.	Yes		
04.	Signed and scanned copy of EMD as mentioned in Para 15 of Part I of RFP. To be deposited manually on or before bid submission end date. Or Copy of valid Registration certificate regarding the firm's registration with NSIC/DGQA/Govt. Organisation if held, for exemption of EMD.	Yes		
05.	Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any	Yes		
06.	The firm should have successfully carried out supply of items to PSU or Govt, department in past two years. Abstract to be filled up in Appendix 'B' and upload duly self attested.	Yes		
07.	Signed & scanned copy of OEM: The bidder should be preferably an OEM. In case bidder is not an OEM he should be in possession of agreement certificate that he is authorised to participate and bid on behalf of the OEM.	Yes		
08.	Signed and scanned copy of Valid registration/permit of manufacturing unit issued from Ministry of Commerce/Ministry of Industries/concerned authorities.	Yes		
09.	Certificate on firm's letter head: "Acceptance of all terms and conditions of RFP & supply of item as per specification".	Yes		
10.	Signed and scanned copy of :-	Yes		
	(a) Income tax return for last two assessment year	Yes		
	(b) GSTIN No. certificate to be scanned and uploaded.	Yes		
	(c) PAN card			
11.	Submission of tender sample is mandatory with technical bids. Sample should be type tested as pre-requisite (<u>Firms who have supplied DD Kits to NCB in last two years are exempted from the purview of submission of samples.</u>)	Yes		

Note: GST registration is mandatory for participation in the RFP. Bids submitted by vendors without GSTIN will be rejected.

(Signature of the firm's authorized rep)

PERFORMA FOR PERFORMANCE STATEMENT OF THE VENDOR

The details of supply order appended below should be for (Drug Detection Kits only) same item as mentioned in Para-1 of Part-II of RFP.

Sl. No.	Supply order number	Organization to which supplied	Total quantity ordered	Specified date of delivery as per supply order	Actual date of delivery	Amount of Contract (in Rs.)
a.						
b.						
c.						
d.						
e.						
f.						
g.						
h.						
i.						
j.						
k.						
l.						

(Refer Para 3(a) of Part V of RFP)

PRICE BID UNDERTAKING (To be given on firm's letter head)

To,

The Director General
Narcotics Control Bureau Headquarters
West Block-1, Wing-5,
R K Puram, New Delhi-110066.

Dear Sir/Madam,

1. Submit the Price Bid for M/s _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to supply items at the rates as indicated in the price Bid, with taxes as mentioned therein.
4. The rates have been quoted in Indian Rupee only.
5. The rates are inclusive of Accessories. Installation / Commissioning, Technical literature, Any other requirement.(As per specifications) Tools,
6. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
7. The payment shall be made to the Firm at Bank Account as per ECS mandate (maintained in India only) by way of ECS/RTGS after deducting the TDS as applicable.
8. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Yours Faithfully,

Signature of authorized Representative

LIST AND SPECIFICATION OF THE SUBSTANCES FOR DRUG DETECTION KITS.

S. No.	Name of Narcotic and Psychotropic Substance [International non-proprietary name (INN)]	Other non-proprietary name	Chemical name
1.	Cannabis and Cannabis resin	CHARAS, HASHISH, HASHISH OIL	EXTRACTS and TINCTURES OF CANNABIS
2.	Cocaine		Methyl ester of benzoylecgonine
3.	Codeine		3-O-methylmorphine
4.	Ganja		
5.	Heroin		Diacetylmorphine
6.	Morphine		Morphine
7.	Opium		And any preparation containing opium
8.	Opium Derivatives		[other than diacetyl morphine (heroin) morphine and those listed herein]
9.		MDMA, Ecstasy	(+)-N, alpha-dimethyl-3,4-(methylenedioxy)phenethylamine
10.		Mescaline	3,4,5-trimethoxyphenethylamine
11.	AMFETAMINE	amphetamine	(+)-alpha-methylphenethylamine
12.	METAMFETAMINE	methamphetamine	(+)-(S)-N, alpha-dimethylphenethylamine, (+)2methylamino-1-Phenylpropane
13.	METHAQUALONE		2-methyl-3-o-tolyl-4(3H)-quinazolinon
14.	Ketamine		2-(2-chlorephenyl)-2-(methylamino)cyclohexanone
15.	Acetic anhydride		
16.	N-Acetylanthranilic acid		
17.	Anthranilic acid		
18.	Ephedrine, its salts and preparations thereof		
19.	Ergometrine and its salts		

20.	Ergotamine and its salts		
21.	Isosafrole		
22.	Lysergic acid and its salts		
23.	3, 4-methylenedioxyphenyl-2-propanone		
24.	Methyl ethyl ketone		
25.	1-phenyl 1-2 propanone		
26.	Phenylacetic acid and its salts		
27.	Piperonal		
28.	Pseudoephedrine, its salts and preparations thereof		
29.	Safrole and any essential oil containing 4% or more safrole		

UNDERTAKING

(on the letter-head of firm/company)

Date:

I/We, the undersigned, is/are authorised signatory/signatories of the firm M/s _____, address _____ do hereby undertake that

- (1) The laboratory/firm is in the business of supplying drug detection kits for use of on-the-spot testing of drugs during searches & seizures of contraband items banned under NDPS Act, 1985 (as amended) SO 1055E and schedule A of RCS Order since year _____.
- (2) The laboratory /firm is not black-listed from/by any government organisation/institution.
- (3) If any information in the tender submitted by me/us is found incorrect/false at any time, my/our tender is liable to be rejected without informing any reasons to me/us by the tendering office.

(Authorised Signatory of the Firm)

Stamp

PRE-RECEIPT

(on the letter-head of firm/company)

Date:

Received a Sum of Rs. _____ (Rupees _____ only) towards refund of Earnest Money Deposit vide Challan No. _____ dated _____ in respect of tender for supplying of drug detection kits for use of on-the-spot testing of drugs during searches & seizures of contraband items banned under NDPS Act, 1985 (as amended) SO 1055E and schedule A of RCS Order vide Tender No. _____ /2022 dated _____ published on _____.

(Authorised Signatory of the Firm)

Stamp

(Please affix crossed Revenue Stamp)

MANDATE FORM

(on the letter-head of firm/company)

Date:

1. Name of Beneficiary:
2. Address of Beneficiary:
3. Account No. of Beneficiary:
4. Type of Account (SB/Current):
5. MICR Code:
6. IFSC Code:
7. Bank Name with Branch Address and Tel. No.
8. Photocopy of cancelled cheque:

I/We, hereby declare that the particulars furnished above are true, correct & complete. If the transaction is delayed or not affected at all due to incomplete/incorrect information provided by me/us as above, I/we would not hold institute responsible.

(Authorised Signatory of the Firm)

Stamp

LOWEST RATE CERTIFICATE

(on the letter-head of firm/company)

Date:

I/We, do hereby undertake that rates offered by me/us for supplying of drug detection kits for use of on-the-spot testing of drugs during searches & seizures of contraband items banned under NDPS Act, 1985 (as amended) and RCS Order 2013 are the lowest rates offered to any government organisation / institution and no other government organisation / institution has been offered rates lower than those been offered herein by me/us.

I/We, further undertake that in case there is any downward revision, the same will be passed on to NCB from effective date during the period of rate contract and in case of failing to do so, I/We shall be liable to be debarred from future tenders for NCB for a further period of 1 year and the Earnest Money Deposit / Security Deposit shall be liable to be forfeited.

(Authorised Signatory of the Firm)

Stamp

Consignee details along-with quantity to be delivered is as under:-

S. NO.	ZONAL UNIT	ADDRESS DETAILS		
1.	DELHI	NARCOTICS CONTROL BUREAU, DELHI ZONE, WEST BLOCK-1,WING NO.VII, R.K.PURAM, NEW DELHI-66		
		Email: dzu-ncb@nic.in		STD CODE-011
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	26186283 26170487 26177347	26181449
2.	MUMBAI	NARCOTICS CONTROL BUREAU, MUMBAI ZONE, EXCHANGE BUILDING, 3 RD FLOOR, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400001		
		Email: mzu-ncb@nic.in		STD CODE-022
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	22621593 22620428	22614315 22613604
3.	CHENNAI	NARCOTICS CONTROL BUREAU, CHENNAI ZONE, Plot No. FD2 , 2 ND MAIN ROAD, 3 RD AVENUE TNHP (LAY OUT) AYAPPAKHAM, NEAR TO (ICMR)CHENNAI-77.		
		Email: szu-ncb@nic.in		STD CODE-044
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2682 3480 26820694	044-2682 2481
4.	KOLKATA	NARCOTICS CONTROL BUREAU, EASTERN ZONE, PREMISES NO.04-0321, PLOT NO. DJ-2, STREET PO NEW TOWN, NEW TOWN, RAJARHAAT, KOLKATA-700156		
		Email: kzu-ncb@nic.in		STD CODE-033
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	23416250 23416200	23416252 22891957
5.	LUCKNOW	NARCOTICS CONTROL BUREAU, LUCKNOW ZONE ,B-912, SECTOR-A,CID COLONY,MAHANAGAR, LUCKNOW-16		
		Email: vzu-ncb@nic.in		STD CODE-0522
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2339410 2339412	2339411
6.	JODHPUR	NARCOTICS CONTROL BUREAU, JODHPUR ZONE, SECTOR - 18 E, CHAUPASANI HOUSING BOARD, JODHPUR-342008 (RAJ.)		
		EMAIL: jzu-ncb@nic.in		STD CODE-0291
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2710082 2710433	2710092 2710480
7.	AHMEDABAD	NARCOTICS CONTROL BUREAU, AHMEDABAD ZONE, NEAR SARDAR DHAM VAISHNODEVI CIRCLE, KHODIYAR, AHMEDABAD, (GUJRAT)-382421		
		Email: azu-ncb@nic.in		STD CODE-079
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	27485488 27493094	27497330
8.	JAMMU	NARCOTICS CONTROL BUREAU, JAMMU ZONE, 42 B/B 2 ND EXTENTION, GANDHI NAGAR, JAMMU – 180004.		
		Email: jmzu-ncb@nic.in		STD CODE-0191
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2439905 2439912	2439829
9.	INDORE	NARCOTICS CONTROL BUREAU, INDORE ZONE, Plot No.13, Phase - 02 SCHEME NO - 78, VIJAYNAGAR, INDORE - 452010 (MP)		
		Email: indzu-ncb@nic.in		STD CODE-0731
		DESIGNATION	TEL.OFFICE	
		Zonal Director	2557705	2557701

			2557703	
10.	GUWAHATI	NARCOTICS CONTROL BUREAU, GUWAHATI ZONE, VIP ROAD, ROOPKUNWAR PATH, CHACHAL, PO-KHANPARA, GUWAHATI-781022 (ASSAM).		
		Email: ghtzu-ncb@nic.in		STD CODE-0361
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2963252 2963253	2963254 2339375
11.	PATNA	NARCOTICS CONTROL BUREAU, PATNA ZONE, KARPURI THAKUR SADAN, D&E BLOCK, 4 TH FLOOR, D&E BLOCK ASHIANA DIGHA ROAD, PATNA, BIHAR-800025		
		Email: pzu-ncb@nic.in		STD CODE-
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	9677636250	
12.	BANGALORE	NARCOTICS CONTROL BUREAU, BANGALORE ZONE, 7/1-2, PRIYANKA VILLAS, RAMANNA GARDEN, KATTIGENAHALLI, BAGLUR MAIN ROAD, PO- AIR FORCE STATION, YELAHANKA, BANGALORE - 560063		
		Email: blzu-ncb@nic.in		STD CODE-080
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	29720586	29720586 28478316
13.	CHANDIGARH	NARCOTICS CONTROL BUREAU, CHANDIGARH ZONAL UNIT, PLOT NO. 4 SECTOR -66, CHANDI PATH, MOHALI (PUNJAB)-160055.		
		Email: czu-ncb@nic.in		STD CODE-0172
		DESIGNATION	TEL.OFFICE	Fax.No.
		Zonal Director	2779731 2780109	2780108
14.	COCHIN	NARCOTICS CONTROL BUREAU, COCHIN ZONAL UNIT, 2 ND FLOOR, A1 BLOCK, KENDRIYA BHAVAN(OPP.CSEZ)KAKKANAD, KERALA-682037.		
		Email: kochi.ncb@gamail.com		STD CODE-
		DESIGNATION	TEL.OFFICE	Fax.No.
		Supdt NCB Kochi	052334130	
15.	DEHRADUN	NARCOTICS CONTROL BUREAU,DEHRADUN ZONAL UNIT, 123 B, RAJESHWAR NAGAR, PHASE-1, SAHASTRADHARA ROAD, DEHRADUN-248001.		
		Email: supdt-ncb-ddn@nic.in		STD CODE-0135
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	2608873 9088768220	
16.	IMPHAL	NARCOTICS CONTROL BUREAU,IMPHAL ZONAL UNIT, AIRPORT ROAD, UCHEKON, CHANGANGEI, IMPHAL, MANIPUR-795140		
		Email: rdimzu-ncb@nic.in		STD CODE-
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	8278201176	
17.	BHUBANESWAR	NARCOTICS CONTROL BUREAU,BHUBANESWAR ZONAL UNIT, PLOT NO. 4/9927, SAILASHREE VIHAR , BHUBANESWAR-751021		
		Email: bbsr-ncb@nic.in		STD CODE-0674
		DESIGNATION	TEL.OFFICE	Fax.No.
		Assistant Director	2721151 9427667428	0674-2721152
18.	JAIPUR	NARCOTICS CONTROL BUREAU,JAIPUR ZONAL UNIT, 3 RD FLOOR, KENDRIYA SADAN, VIDHYADHAR NAGAR, JAIPUR-302039		
		Email: supdt-ncb-jaipur@nic.in		STD CODE-0674

		DESIGNATION	TEL.OFFICE	Fax.No.
		Intelligence Officer(Smt.Farhat)	9352991264	
19.	Ranchi	NARCOTICS CONTROL BUREAU,RANCHI ZONAL UNIT, S.N TOWER 3 RD FLOOR, NEAR SIDHU KANHU PARK, RANCHI-834008		
		Email: supdtrnc-ncb@mha.gov.in		STD CODE-0651
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	2280755 7005133288	
20	NCB HQ	NARCOTICS CONTROL BUREAU, NCB HQ, WEST BLOCK-1 WING-5, R. K. PURAM NEW DELHI 110066		
		Email: adhq-ncb@mha.gov.in		STD CODE-011
		DESIGNATION	TEL.OFFICE	Fax.No.
		Superintendent	26761126 7080676882	

Quantity where to be delivered is given as below:-

S.NO	NAME OF THE NCB ZONAL UNIT	STD. SIZE NARCOTICS DRUGS KITS	PRECURSOR KITS	KETAMINE KITS
1.	Chennai	118	55	14
2.	Cochin	46	15	03
3.	Mumbai	148	43	28
4.	Jodhpur	31	08	03
5.	Jaipur	27	04	02
6.	Jammu	55	28	09
7.	Delhi	60	34	13
8.	Deharadun	26	10	03
9.	Lucknow	152	42	15
10.	Kolkata	127	50	16
11.	Bhubaneswar	34	15	06
12.	Bangalore	124	34	23
13.	Chandigarh	234	62	38
14.	Patna	76	38	10
15.	Ranchi	50	10	02
16.	Indore	83	21	9
17.	Guwahati	305	36	23
18.	Imphal	39	04	03
19.	Ahmedabad	89	25	22
20.	NCB HQRS.	02	01	01
	TOTAL	1826	535	243