

Uttarakhand Livestock Development Board Pashudhan Bhawan, Ist Floor, Mothrowala Road, P.O. Mothrowala, Dehradun-248001, Telefax : 0135-2532619 Email: ceouldb2019@gmail.com, Website: www.uldb.org GSTIN: 05AABFU8674M1ZK

E-PROCUREMENT NOTICE

INTERNATIONAL COMPETETIVE BIDDING (ICB) IN TWO BID SYSTEM (TECHNICAL BID AND FINANCIAL BID) FOR THE SUPPLY OF IN VITRO PRODUCED FROZEN EMBRYOS OF GIR BREED AND FROZEN SEMEN STRAW OF GIR AND RED SINDHI BREEDS FROM BRAZIL

Bid Identification No.	:	1995/ULDB/RGM-COE/ICB/2020-21 Dated: 20 th October 2020			
		₹2360.00 for Schedule No. One;			
Price of bidding document (non		₹1180.00 for Schedule No. Two;			
refundable) inclusive of GST	:	₹2360.00 for Schedule No. Three			
		₹2360.00 for Schedule No. Four			
Date of Release of Invitation for Bids in https://uktenders.gov.in	:	22 nd October 2020			
Availability of Bid Document and Mode of Submission	:	The bid document is available online on https://uktenders.gov.in. The bidder would be required to register in the web site which is free of cost. The bidders are required to have Digital Signature Certificate (DSC) for online submission of bids. The DSC will be obtained from any one of the authorized certifying authorities. Details of subsequent addendum/corrigendum/ cancellation etc. may be obtained from https://uktenders.gov.in The bidder are required to submit (a) Original Demand Draft towards the cost of bid document (b) Original Bid Security and (c) Original Declaration regarding correctness of information furnished with bid documents & validity of bid till the prescribed validity period duly signed in ₹100.00 Non judicial Stamp Paper to the office of Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India on or before stipulated date and time. Failing which bid shall be declared as non-responsive.			
Pre Bid Meeting (Not Mandatory)	:	03 rd November 2020 11.00 AM			
Last date and time for Receipt of	:	20 th November 2020 up to 11.00 AM			
Bids in https://uktenders.gov.in	•				
Time and date of Opening of Bids	:	20 th November 2020 at 11.30 AM			
Time and date of Opening of Financial Bids of Technically qualified bidders	:	Will be intimated through https://uktenders.gov.in			
Place of Pre Bid Meeting and Opening of Bids	:	Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India			
Address of Communication	:	Same as above			



Uttarakhand Livestock Development Board

Pashudhan Bhawan, Ist Floor, Mothrowala Road, P.O. Mothrowala, Dehradun-248001, Telefax : 0135-2532619 Email: ceouldb2019@gmail.com, Website: www.uldb.org GSTIN: 05AABFU8674M1ZK

SECTION 1 : INVITATION FOR BID

- The Uttarakhand Livestock Development Board is State Implementing Agency for implementation of Rashtriya Gokul Mission in Uttarakhand State. Uttarakhand Livestock Development Board is inviting bids in two bidding system (Technical Bid and Financial Bid) through e-procurement portal https://uktenders.gov.in from the eligible bidders for the Supply of In Vitro Produced Frozen Embryos of Gir Breed; Sex Sorted Frozen Semen Straw of Gir Breed for ensuring Birth of Female Progeny, Secondary Gender (Reverse Sorted) Frozen Semen Straw of Gir from Brazil for ensuring Birth of Male Progeny and Frozen Semen Straws of Gir and Red Sindhi Breeds from Brazil.
- 2. The Chief Executive Officer, Uttarakhand Livestock Development Board is inviting from all eligible bidders for the supply of the following goods:

Schedule No.	Brief Description of Item	Qty.*	For
One	In vitro Frozen Embryos of Gir Breed from Brazil	300 Embryos	Uttarakhand, India
	Sex Sorted Frozen Semen Straw of Gir from Brazil for ensuring Birth of Female Progeny	800 Straws	Uttarakhand, India
Two	Secondary Gender (Reverse Sorted) Frozen Semen Straw of Gir from Brazil for ensuring Birth of Male Progeny	200 Straws	Uttarakhand, India
Three	Frozen Semen Straws of Gir Breed from Brazil	50000 Straws	Different States of India
Four	Frozen Semen Straws of Red Sindhi Breed from Brazil	50000 Straws	Uttarakhand, India

*The quantity may be increased or decreased.

3. TECHNICAL BID: should contain scanned copy of following documents:

S. No.	Particulars	Document Submitted (Yes/No)	Page No. of Technical Bid
1	Cost of Bid Document	(165/10)	Diu
2	Bid Security		
3	Declaration		
4	Bidding Document completed in all respects, duly signed and sealed?		
5	Bidder Profile along with Proof of PAN; GSTIN or other relevant document as applicable for bidder		
6	Producers Authorization Letter		
7	Audited Balance Sheet of last 03 Years (where ever required)		
8	Net Worth Statement of last 03 Years issued by Auditor (where ever required)		
9	Profit and Loss Statement of last 03 Years issued by Auditor (where ever required)		
10	Experience of last 03 Years with Order and Compliance Statement (where ever required)		
11	Deviation Statement		
12	Technical Details of the items conforming to the bid along with other relevant documents		
13	Detailed documentary proof of donors and frozen semen straws used for producing In Vitro Frozen Embryos of Gir (Schedule No. One)		
14	Detailed documentary proof of Pedigree and/or Progeny of Donor Bulls for Frozen Semen Straws of Gir and Red Sindhi (Schedule No. Two, Three and Four)		

4. FINANCIAL BID: should contain:

Financial Bid must be submitted online in https://uktenders.gov.in.

Financial Bid should contain: Bill of Quantity (BOQ) QUOTE IN: Bidders Name and Column No. 7, 13, 14 and 15.

(BIDDERS ARE REQUIRED TO QUOTE UNIT RATE IN US DOLLAR AT COLUMN NO. 7 & 13 AND IN INDIAN RUPEES AT COLUMN NO. 14 & 15)

BOQ WILL BE CONSIDERED ONLY IF SUBMITTED ONLINE AND IN THE FORMAT UPLOADED IN WEBSITE.

BOQ SUBMITTED IN OTHER FORMATS/ HARD COPY WILL NOT BE CONSIDERED.

- 5. Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time.
- 6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

7. POINTS BIDDERS SHOULD BEAR IN MIND:

- ✓ Bids containing deviations from bidding document terms and other requirements may be rejected.
- ✓ Bids submitted without submission of original Earnest Money Deposit (EMD)/ Bid Security will be rejected.
- ✓ Non-compliance with any technical/ commercial terms and conditions should be clearly mentioned by bidders in deviation statement form.
- ✓ Bidders should furnish the contact details (name, email address, contact no., complete address) of the authorized representative for the purpose of further correspondence pertaining to bidding document.
- ✓ Negligence of the bidder in preparing tender bid confers no right to withdraw the bid after it was opened.
- ✓ Specifications, conditions and schedule of bidding document including corrigendum, if any, constitute an integral part of the bid.
- ✓ The bid, along-with enclosures, drawings and technical literature, should be in English only.
- ✓ The bidding documents shall be governed and interpreted according to the laws of the Union of India.
- ✓ Uttarakhand Livestock Development Board reserves the right to accept or reject any or all bids without any explanation to bidders.

Chief Executive Officer Uttarakhand Livestock Development Board

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

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<u>INSTRUCTIONS TO BIDDERS (ITB)</u> <u>A. INTRODUCTION</u>

1. Source of Funds:

1.1 The Uttarakhand Livestock Development Board has received grant in aid under Rashtriya Gokul Mission (RGM) for the Import of Frozen Embryos & Semen. The Uttarakhand Livestock Development Board is inviting bids in two parts from the eligible bidders for the Supply of In Vitro Produced Frozen Embryos of Gir Breed from Brazil; Sex Sorted Frozen Semen Straw of Gir Breed from Brazil for ensuring Birth of Female Progeny, Secondary Gender (Reverse Sorted) Frozen Semen Straw of Gir Breed from Brazil for ensuring Birth of Male Progeny and Frozen Semen Straws of Gir and Red Sindhi Breeds from Brazil. The total estimated cost of the bid is approximately ₹665.00 Lakh for which this Bid is issued.

2. Eligible Bidders:

- 2.1 This invitation for Bids is open to all suppliers who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB Clause 31.

3. Eligible Goods and Services:

- 3.1 All goods and related services be supplied under the Contract shall have their origin in eligible source countries.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services may be distinct from the nationality of the Bidder.

4. Cost of Bidding:

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and Chief Executive Officer, Uttarakhand Livestock Development Board, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All the Demand Draft/ FDR/ Bank Guarantee/ Pay Order/ Bankers Cheque shall be in favor of/ pledged to "Uttarakhand Livestock Development Board" payable at "Dehradun, Uttarakhand, India"

B. THE BIDDING DOCUMENTS

5. Content of Bidding Documents:

- 5.1 The goods required, bidding procedures and contract terms as prescribed in the biding documents. In addition to the Invitation of Bids, the bidding documents include:
 - (a) Instructions to Bidders (ITB);
 - (b) General Conditions of Contract (GCC);
 - (c) Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;
 - (f) Declaration;
 - (g) Bank Guarantee;
 - (h) Contract Form:
 - (i) Performance Statement Form;
 - (i) Producer's Authorization Form
 - (k) Deviation Statement Form
 - (1) Checklist for Submission of Technical Bid
- 5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid at the time of evaluation of technical bid.

6. Clarification of Bidding Documents:

6.1 A prospective Bidder requiring any clarification of the bidding document may contact in person or may make telephonic contact to the office of Chief Executive Officer, Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun at any working day earliest that 10 days prior to the bid submission date. Corrigendum, if necessary, will be uploaded before the dead line of the submission of bid document.

The bidder or his official representative is invited to a pre-bid meeting which will take place as per the details given in the bidding document.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. In case, the bidder uses an agent in any capacity, the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent (which will include the scope of services provided by such agent and the amount payable by the bidder) will be shared with the Purchaser in advance. The Agreement should be legally binding with the clear understanding that the bidder will be held responsible for unlawful actions (viz. fraudulent representation, bribing or collusion) of the agent. If this condition is not complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agents should not work simultaneously for two or more competing bidders.

7. Amendment of Bidding Documents:

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 Details of subsequent addendum/corrigendum/ cancellation etc. may be obtained from https://uktenders.gov.in.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8. Language of Bid:

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English or Hindi language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Hindi in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising / Constituting the Bid:

- 9.1 The bid prepared by the Bidder shall comprise the following components:
 - A] TECHNICAL BID: shall comprise scanned copy of all documents, cost of bid document (if required) & bid security as specified in bid document.
 - **B] FINANCIAL BID:** shall comprise the following components:
 - (a) Bill of Quantity (BOQ) completed in accordance with ITB Clauses 11 and 12

10. Declaration:

10.1 Declaration regarding correctness of information furnished with bid documents & validity of bid till the prescribed validity period duly signed in ₹100.00 Non judicial Stamp Paper.

11. Bid Prices:

- 11.1 The Bidder shall indicate on the Price Schedule the unit prices of the goods it proposes to supply under the Contract.
- 11.2 Prices indicated on the Bill of Quantity (BOQ) shall be entered on FOR basis.

11.3 **Fixed Price:**

Prices quoted by the Bidder shall be fixed during the Bidder's performance of Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12. Bid Currencies:

- 12.1 Prices shall be quoted in US Dollar at Column No. 7 and 13 of BoQ (Financial Bid) and in Indian Rupees (INR) at Column No. 14 and 15 of BoQ (Financial Bid)
- 12.2 Rates quoted shall be in figures only.
- 12.3 To facilitate comparison of bids and for making payment to successful bidder, all prices will be converted into Indian Rupees (INR). The rate of exchange to be used in such conversion shall be the selling rate fixed by the Reserve Bank of India and applicable to similar transactions on the day of opening of Financial Bids. The same value in Indian Rupees (INR) will hold good for making payments to the successful bidder. Bank Charges for conversion of Indian Rupees (INR) to US Dollar at the time of payment will be borne by the successful bidder.

13. Bid security:

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its technical bid, a bid security in the amount as mentioned below:

Schedule No.	Particulars	Bid Security (INR)
One	In vitro Frozen Embryos of Gir Breed from Brazil	300000 Indian Rupees (INR)
Two	Sex Sorted Frozen Semen Straw of Gir from Brazil for ensuring Birth of Female Progeny and Secondary Gender (Reverse Sorted) Frozen Semen Straw of Gir from Brazil for ensuring Birth of Male Progeny	45000 Indian Rupees (INR)
Three Bovine Frozen Semen Straws of Gir Breed from Brazil		500000 Indian Rupees (INR)
Four	Bovine Frozen Semen Straws of Red Sindhi Breed from Brazil	500000 Indian Rupees (INR)

- 13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be denominated in Indian Rupees and shall:
 - (a) at the bidder's option, be in the form of either a demand draft or a bank guarantee or FDR or Bankers Cheque from a nationalized/Scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
 - (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the purchaser in case any of the conditions listed in ITB Clause 13.8 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) remain valid for a period of 90 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 14;
- 13.4 Any bid not secured in accordance with ITB Clauses 13.3 will be rejected by the Purchaser.
- 13.5 Unsuccessful bidder's bid securities will be discharged or returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 14.
- 13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 29, and furnishing the performance security, pursuant to ITB Clause 30.
- 13.7 Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules/ part of Schedule, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 13.8 The bid security may be forfeited:
 - (a) if a Bidder (i) withdraws its bids during the period of bid validity specified in the bid documents; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 29: or
 - (ii) to furnish performance security in accordance with ITB Clause 30.

14. Period of Validity of Bids:

- 14.1 Bids shall remain valid for 180 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser considering it as non-responsive.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 14.3 hereinafter.
- 14.3 In case of fixed prices contract, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows: The price shall be increased by the factor [Country's Projected Inflation for the period in question] for each week that
- has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.
 Bid evaluation will be based on the bid prices including all taxes, levies & all other incidentals without taking into consideration the above corrections.

15. Format for submitting Bid:

- 15.1 For Each Schedule the Bidder shall submit scanned copy of all documents establishing Bidders qualifications for considering the bidder eligibility for performing the contract. Please note that prices should not be indicated in the technical bid. Bids submitted without following the two bid system procedure will be summarily rejected.
- 15.2 Financial bids should be submitted in the Bill of Quantity (BOQ). The lowest offered price of Technically Qualified will bids only be selected for award of contract.

D. SUBMISSION OF BIDS

16. Submission of Bids:

- 16.1 The Cost of bid document (if required), Bid Security, Declaration shall be sent by Registered Post with acknowledgement due/ courier so as to reach the Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India not later than the specified date and time. If the bidders or their agents in India do not propose to send the Cost of bid document (if required), Bid Security, Declaration and Sample by Registered Post/ courier and if they wish to hand over the same personally they may do so by personally handing over the them to the Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun- 248001,Uttarakhand, India against an acknowledgement not later than the stipulated time and date.
- 16.2 All envelopes shall be addressed to the Purchaser at the following address: Chief Executive Officer, Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun-248001, Uttarakhand, India
- 16.3 All envelopes shall also indicate the name and address of the Bidder.

- 16.4 If the outer envelope is not sealed and marked as required as per ITB Clause 16.1; 16.2 & 16.3, the Purchaser will assume no responsibility for the misplacement.
- 16.5 Bids without Cost of Bid Document (if required), Bid Security and Declaration will be rejected.
- 16.6 **Technical Bid and Financial Bid (BOQ) must be submitted online on https://uktenders.gov.in. Technical Bid shall comprise scanned copies of all the documents as stipulated in invitation for bid document.** Those bidders who could not submit all required technical documents Online and have submitted Technical Document in Physical Form on or before the date & time as stipulated in bid document will also be considered for Technical Evaluation.

17. Deadline for Submission of Bids:

- 17.1 The Cost of bid document (if required), Bid Security and Declaration and must be received by the Purchaser at the address specified under ITB Clause 16.2 no later than the time and date specified in the bid document. In the event of the specified date for the submission being declared a holiday for the Purchaser, the same will be received upto the appointed time on the next working day.
- 17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids:

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 17, will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids:

- 19.1 NA.
- 19.2 NA
- 19.3 Bid shall not be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Declaration. Withdrawal of a bid during, this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.

E. BID OPENING AND EVALUATION OF BIDS

20. Opening of Bids by the Purchaser:

20.1 The Purchaser will open Technical Bids of only those bidders whose Cost of Bid Document (if required), Bid Security and Declaration will reach to Uttarakhand Livestock Development Board by or before the date and time as specified in bid document, in the presence of Bidder's representatives who choose to attend, at specified date & time on the following location:

Office of Chief Executive Officer, Uttarakhand Livestock Development Board,

Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun-248001, Uttarakhand, India

The Bidders representative who are present shall sign a register evidencing their attendance. In event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

Financial bids of Technically Qualified Bidders will only be opened. The decision of the committee on technical suitability shall be final and shall not be open for discussion.

- 20.2 The bidders names, bid modifications or withdrawals and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 20.3 The Purchaser may prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered and permitted.

22. Evaluation and Comparison of Bids:

22.1 **Technical Bid Evaluation:** Technical Bid shall be evaluated by the Committee for different parameters & based on evaluation the ULDB will intimate the successful bidder for the financial bid opening. The decision of the committee on technical suitability of bids shall be final and shall not be open for discussion.

22.2 Evaluation of Financial bids: Financial Bid shall be evaluated on each Schedule basis.

- All the taxes and other levies indicated in the Financial Bid will be taken for the Financial Bid evaluation.
- The Bidder quoting the lowest price (L1) will be selected for the award of contract.
- However, ULDB does not bind itself in any way to select the bidder(s) offering the lowest price.
- 23. **Domestic Preference:** The domestic preference should be given to the Bidders in accordance to the Uttarakhand Procurement Rules only upon submission of relevant documentary proofs.

24. Contacting the Purchaser:

- 24.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 24.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

F. AWARD OF CONTRACT

25. Award Criteria:

25.1 Subject to ITB Clause 27, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

26. Purchaser's right to vary Quantities at Time of Award:

26.1 The Purchaser reserves the right to increase or decrease by up to 25 percentage of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

27. Purchaser's Right to accept any bid and to reject any or all bids:

27.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders.

28. Notification of Award:

- 28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 30, the Purchaser will discharge its bid security, pursuant to ITB Clause 13.
- 28.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address it's request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

29. Signing of Contract:

- 29.1 At the same time as Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form, incorporating the agreement to be signed between parties.
- 29.2 Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the Contract on ₹100.00 Non Judicial Stamp Paper and return it to the Purchaser.

30 Performance Security:

- 30.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
- 30.2 Failure of the successful bidder to comply with requirement of ITB Clause 29.2 or ITB Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

31 Corrupt or Fraudulent Practices

- 31.1 The board requires that Bidders/ Suppliers/ Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Board:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practices" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time,

SECTION III : GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions:

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
 - (d) "The Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier in case of equipment, machinery covered under the Contract;
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract
 - (i) "Board" means Uttarakhand Livestock Development Board, Dehradun.
 - (j) "The Project Site", where applicable, means the place or places mentioned in bid document.
 - (k) "Day" means calendar days.
 - (1) "NA" means Not applicable

2. Application:

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin:

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of GoI.
- 3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown and produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services may be distinct from the nationality of the Supplier.

4. Standards:

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Board:
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The supplier shall permit the Board to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Board, if so required by the Board.

6. Patent Rights:

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security:

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A bank guarantee or FDR issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) A demand draft.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier on written request of the supplier after completion of the Supplier's performance obligations, under the Contract, including any warranty obligations.

8. Inspection and Tests:

Purchaser Team will inspect Donors and Sires finally selected for production of Embryo and Semen ordered by purchaser. Successful bidder will borne all expenses of visit except India to Brazil and Brazil to India Air Fare.

On arrival of goods at destination, two embryos of Gir from the whole imported lot and two Sex Sorted Semen Straw of Gir from the whole imported lot; two Semen Straws per bull of Gir and Red Sindhi imported Semen Straw will be **randomly** selected and examined in the presence of the supplier (or a representative of supplier) and a committee of experts in the field of embryo transfer, appointed by the purchaser, to demonstrate that the supplied embryos and frozen semen fulfill the technical specifications of the contract. In case any embryo(s)/ sex sorted semen/ frozen semen is/are found defective during examination, another lot of 2 embryos/ sex sorted semen straws/ 2 semen straws per bull will be **randomly** selected and examined. If any embryo(s)/ sex sorted semen straw(s)/semen straw(s) is/are found defective during second examination, the supplier would have to replace the entire lot free of cost including taxes and duties.

The inspections and tests shall be conducted at:

Uttarakhand Livestock Development Board, Embryo Biotechnology Research and Training Center, Animal Breeding Farm, Kalsi, Dehradun, Uttarakhand, India

Cost of samples taken for Disease Testing by Quarantine Officer, Dept. of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India and Random Sampling at Uttarakhand Livestock Development Board, Embryo Biotechnology Research and Training Center, Animal Breeding Farm, Kalsi, Dehradun, Uttarakhand, India will be borne by successful bidder.

ULDB will make payment of Gir Embryos; Sex Sorted Semen Straws of Gir and Semen Straws of Gir and Red Sindhi actually received by ULDB excluding Gir Embryos; Sex Sorted Semen Straws of Gir and Semen Straws of Gir and Red Sindhi used in Disease Testing and Random Sampling.

9. Packing:

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, tough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents:

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance:

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation:

12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier and the related cost shall be included in the Contract Price.

13. Incidental Services:

NA

14. Spare Parts

NA

15. Warranty:

- 15.1 The Supplier warrants that the Goods supplied under this Contract are as per the prevailing Guidelines of Government of India.
- 15.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered & accepted at the final destination indicated in the Contract.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, replace the Goods, without cost to the Purchaser other than, where applicable & agreed by the Purchaser. The cost of inland delivery of the replaced Goods from ex-works or ex-factory or ex-showroom to the final destination shall be borne by the Supplier.

16. Payment:

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made with in sixty (60) days after submission of the invoice or claim by the Supplier & verification by the user regarding satisfactory supply.
- 16.4 Payment will be made in Indian Rupees (INR) or US Dollar.

17. Prices:

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders:

- 18.1 The Purchaser may at any time, by written notice given to the Supplier, make changes within the general scope of the Contract in any one or more of the following;
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier;
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of the Purchaser's change order.

19. Contract Amendments:

19.1 Subject to GCC Clause 18, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment:

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

21. Subcontracts:

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance:

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the Schedule of Requirements
- 22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impending timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by written notices & contract amendment.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages:

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default:

- 24.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part.
 - (a) if the supplier fails to deliver any or all of the Goods within the period (s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Board, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Board of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure:

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 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 not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency:

26.1 The purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without 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 Purchaser.

27. Termination for Convenience:

- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement/ Resolution of Disputes:

- 28.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as per Indian Laws, as to the matter of dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
 - 28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with the Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
 - 28.2.2 Arbitration proceedings shall be conducted in accordance with the Indian Laws
 - 28.2.3 Only local court (Dehradun) shall have jurisdiction of dispute

28.3 Notwithstanding any reference to arbitration herein;

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any money due the Supplier.

29. Limitation of Liability:

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language:

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English / Hindi language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law:

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices:

- 32.1 Any notice given by the one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties:

33.1 The Suppliers shall be entirely responsible for all taxes, duties, octroi & other requirements etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT (SCC)

TABLE OF CLAUSES

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SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (GCC Clause 1):**

- (a) The Purchaser is Chief Executive Officer, ULDB, Dehradun
- (b) The Supplier is

2. **Country of Origin (GCC Clause 3):**

Brazil.

3. Performance Security (GCC Clause 7):

3.1 Within 30 days after the Supplier's receipt for Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount as detailed below, valid up to 60 days after the date of completion of performance obligations including warranty obligations:

S. No.	Schedule No.	Performance Security
1	One	10% of Net Quoted Price
2	Two	10% of Net Quoted Price
3	Three	10% of Net Quoted Price
4	Four	10% of Net Quoted Price

In the event of any corrected of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 24 month

3.2 Substitute Clause 7.3(b) of the GCC by the following:

- A crossed demand draft or pay order drawn in favour of ULDB, payable at Dehradun.
- 3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier on written notice of the Supplier 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

4. Inspection and Tests (GCC Clause 8):

As per GCC Clause 8.

5. Packing (GCC Clause 9):

Add as Clause 9.3 of the GCC the following:

<u>Packing Instructions</u>: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

6. **Delivery and Documents (GCC Clause 10):**

(a) For Goods supplied from abroad:

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway/ airway receipt number and date, description of goods, quantity, name of the consignee etc. The following shipping documents should be prepared showing the details of Purchase Order (PO) number and date, Import License number and date and description of embryo and sent 7 days in advance except AWB and Veterinary Certificate which will accompany the consignment:

- i. Three sets of of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount.
- ii. Three copies of the packing list identifying contents of each packet.
- iii. Three copies (including original and duplicate) of insurance policy /certificate covering the CIP cost of embryo plus 10% in the name of Uttarakhand Livestock Development Board, Dehradun to cover all the transit risks, discard of embryos consequent to positive disease testing during post import quarantine and other risks including War and SRCC (Strike, Riot, Civil Commotion activities) from the point of loading to the place of destination in India and valid from the date and time of loading till a period of 30 days from the date of arrival of consignment at Indian Airport/s.
- iv. Three copies including original of Certificate of Origin issued by an appropriate authority.
- v. A certificate from the supplier that all the embryos supplied is in accordance with the specifications and marking conditions stipulated in the purchase order.
- vi. Suppliers Guarantee certificate confirming compliance to the specifications of the goods.
- vii. Two copies of negotiable, Airway Bill of the shipment indicating Uttarakhand Livestock Development Board, Dehradun as the Purchaser and showing that the embryos have been shipped and freight paid. Scan copies are to be sent by email as soon as they are ready prior to shipment.

viii. Two copies of Veterinary Certificate (including original) for import of *in vitro* produced frozen Embryos of Gir breed and Gir & Red Sindhi Semen into India as specified in Technical Specification at Annexure - 1 inclusive of all test reports. A scan copy of Veterinary Certificate should be sent 3 days prior to arrival of embryos and Semen in India to take necessary approvals from AQCS. Original Veterinary Certificate and Packing list should accompany the consignment.

In addition to the above the email intimation should also be sent to Chief Executive Officer, Uttarakhand Livestock Development Board, Dehradun giving the following details:

a) Name of the Aircraft, flight number and date

b) Air way bill/house airway bill number and date

c) Expected time of Departure (ETD) and Expected time of Arrival (ETA) of the aircraft.

The above document shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11):

The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basic including War Risks and Strikes.

The supplier shall arrange Insurance Coverage, to cover all the transit risks, other risks including War and SRCC (Strike, Riot, Civil Commotion activities) from the point of loading to the place of destination in India and valid from the date and time of loading till a period of 30 days from the date of arrival of consignment at Indian Airport/s, in the name of Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun-248001, Uttarakhand, India. The insurance coverage shall be arranged by the supplier as under:

The insurance coverage has to be taken for all transit risks covering from point of loading to the place of destination for 110% of CIP value.

The Insurance coverage shall also include risk due to diseases mentioned in Veterinary Certificate (Annexure I of Section VI) which are detected during post import quarantine in India. On arrival of embryo consignment in India, the concerned Regional Quarantine Officer (RQO) will collect samples from each donor for disease testing. All embryos of the donor(s) which are found positive shall be destroyed. The insurance policy to be taken by the supplier must cover such eventuality.

The supplier is required to take insurance with any national or international insurance company of repute;

The cover provided by the insurance shall be in such a currency and in such amount so as to allow complete replacement for the consignment damaged.

The supplier shall

- i. initiate and pursue the claim till settlement.
- ii. promptly make arrangements for replacement irrespective of settlements of claim by under-writers.

8. Incidental Services (GCC Clause 13):

No additional services other then covered under Clause 13 of GCC.

9. **Spare Parts (GCC Clause 14):**

Add as Clause 14 to the GCC the following: NA

10. Warranty (GCC Clause 15):

(i) G.C.C. Clause 15.2

The warranty period shall be 24 months from date of acceptance of goods. The Supplier shall, in addition, comply with the performance &/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either;

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4;
- (b) Substitute Clause 15.4 of the GCC by the following:

"Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts /goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 24 months."

(ii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 15 days.

11. Payment (GCC Clause 16):

The price of the goods purchased will be paid in the Currency in which the price has been stated in the successful bid.

Cost of samples taken for Disease Testing by Quarantine Officer, Dept. of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India and Random Sampling at Uttarakhand Livestock Development Board, Embryo Biotechnology Research and

Training Center, Animal Breeding Farm, Kalsi, Dehradun, Uttarakhand, India will be borne by successful bidder.

Successful bidder will have to submit the certified documents regarding Lactation Yield, Fat, Lactose, Protein etc. and other details of each supplied Embryos.

ULDB will make payment of Gir Embryos; Sex Sorted Semen Straws of Gir and Semen Straws of Gir and Red Sindhi actually received by ULDB excluding Gir Embryos; Sex Sorted Semen Straws of Gir and Semen Straws of Gir and Red Sindhi used in Disease Testing and Random Sampling.

(i) **Advance Payment**: In accordance to The Uttarakhand Procurement Rules 2017 an advance of 30% may be given to successful bidder upon submission of Bank Guarantee of equal amount.

Additional payment (premium), over and above the quoted price, would be made for the embryos (Schedule No. One) produced from the dam (donor) falling in the following production slab:

Dam's Best Standard	Premium
lactation	
Up to 6500 Kg	NIL
6501 – 7000 Kg	7.5%
7001 – 7500 Kg	15%
>7500 Kg	30%

A premium would be calculated on the embryo's price (FOB) only. The premium would be paid at the time of final billing subject to production of proof of best standard lactation of embryo's dam.

Additional payment (premium), over and above the quoted price, would be made for the Frozen Semen Straw (Schedule No. Two, Three and Four)) produced from the Sire falling in the following production slab:

Sire's Daughters Average	Premium
Standard Lactation Yield	
Up to 5000 Kg	NIL
5000– 6000 Kg	5%
6000 – 7500 Kg	10%
>7500 Kg	15%

A premium would be calculated on the frozen semen straw's price (FOB) only. The premium would be paid at the time of final billing subject to production of proof of best standard lactation of embryo's dam.

12. **Prices (GCC Clause 17):**

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

13. Sub-contracts (GCC Clause 21):

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out item and sub-assemblies

14. Liquidated Damages (GCC Clause 23):

14.1 For delays :

GCC Clause 23.1 -- The applicable rate is 0.5% per week and the maximum deduction is 5% of the contract price after that the contract shall be treated as cancelled & the performance security deposited by the supplier will be forfeited.

15. Notices (Clause 32):

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Chief Executive Officer, Uttarakhand Livestock Development Board,

Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun-248001, Uttarakhand, India

Supplier: (To be filled in at the time of Contract signature)

16. Supplier shall regularly intimate progress of supply, in writing, to the purchaser as under:

- Quantity dispatched /delivered to consignees and date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

<u>SECTION V</u> SCHEDULE OF REQUIREMENTS

Note:

- 1. The date of delivery means the dates when goods are delivered to the consignee
- 2. The supplier shall be responsible for safe delivery of the goods up to consignee's store.
- 3. The delivery schedule will start from the date of placement of order.

Schedule No.	Brief Description of Item	Qty.*	Consignee	Delivery schedule
One	In vitro Frozen Embryos of Gir Breed from Brazil		Uttarakhand	Within Nine months from the date of issuance of Import License
Two	Sex Sorted Frozen Semen Straw of Gir from Brazil for ensuring Birth of Female Progeny		Uttarakhand	Within Six months from the date of issuance of Import License
Two	Secondary Gender (Reverse Sorted) Frozen Semen Straw of Gir from Brazil for ensuring Birth of Male Progeny	200 Straw	Uttarakhand	Within Six months from the date of issuance of Import License
Three	Bovine Frozen Semen Straws of Gir Breed from Brazil	50000 Straw	Uttarakhand	Within Six months from the date of issuance of Import License.
Four	Bovine Frozen Semen Straws of Red Sindhi Breed from Brazil		Uttarakhand	Within Six months from the date of issuance of Import License

Note:

1. The quantity may be increased or decreased.

2. For Schedule No. Three and Four ULDB will place order upon receipt of budget from Government of India

Address of Consignee:

Schedule No. One, Two, Three and Four: Embryo Biotechnology Research & Training Center, Animal Breeding Farm, Kalsi, Dehradun, Uttarakhand, India.

SECTION VI : TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

The specifications are prepared in accordance to the Guidelines for Export/ Import of Bovine Germplasm (Revised 2019) of Department of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India.

Sample Clause: Equivalency of Standards and Codes

Where reference is made in the Technical Specification to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

TECHNICAL SPECIFICATIONS

SCHEDULE NO. ONE: TECHNICAL SPECIFICATION OF GIR EMBRYOS:

Technical Literature, brochures and all other relevant information supporting the bid must be submitted in Technical Bid. English Translation of all Documents must be submitted in Technical Bid.

Gir embryos should conform to following requirements:

Donor of Embryos:

- 1. Donor cows or heifer's dam should have the standard 1st lactation yield of above 5000 Kg, average milk fat above 4% or total fat above 200 kg and average protein % shall not be less than the average of the Gir breed in Brazil.
- 2. Donor cow/heifer should be free from all known breed specific genetic diseases/disorders including Bovine Leukocyte Adhesion Deficiency (BLAD), Deficiency of Uridine Mono-phosphate Synthase (DUMPS), Citrullinaemia (Deficiency of Arginino Succinate Synthetase), Factor XI Deficiency, Complex Vertebral Malformation (CVM) and Brachyspina. A certificate is to be issued by the concerned authority, if the diseases are absent in Gir breed in Brazil.
- 3. Breed purity is to be ascertained as per mechanism given at Annexure -2 and a certificate is to be provided.
- 4. Veterinary health certificate for import of *in-vitro* embryos as per Annexure -1. Supplier shall arrange for collection of samples and testing of various diseases mentioned in the veterinary health certificate in a government accredited laboratory and share the results with the purchaser.

Semen (sire) used for production of Embryos:

- 1. Semen should be from progeny tested sires with positive sire indices/breeding values for volume of milk with Reliability 70% and above.
- 2. Sire should be free from all known **breed specific** genetic diseases/disorders including Bovine Leukocyte Adhesion Deficiency (BLAD), Deficiency of Uridine Mono-phosphate Synthase (DUMPS), Citrullinaemia (Deficiency of Arginino Succinate Synthetase), Factor XI Deficiency, Complex Vertebral Malformation (CVM) and Brachyspina. A certificate is to be issued by concerned authority, if the diseases are absent in Gir breed in Brazil.
- 3. Breed purity is to be ascertained as per mechanism given at Annexure -2 and a certificate is to be provided.
- 4. Semen used to inseminate donor animals is derived from an active alive bull that meets all the requirements mentioned in the Veterinary Certificate for import of bovine semen into India Annexure 3.

General conditions:

- a. The sires and donors selected by the purchaser will only be used for embryo production.
- b. Maximum embryos produced per donor should not be more than 20. Maximum embryos produced per sire should not be more than 80. One sire should not be used for more than 5 donors for embryo production.
- c. Embryos should be frozen in Ethylene Glycol (for direct transfer) using IETS guidelines.
- d. Early Blastocysts, Blastocysts and Expanded Blastocysts stages are to be supplied.
- e. Embryos should be of Excellent (Code 1) grade as per IETS guidelines and should not have been manipulated.
- f. The thawing protocol is to be supplied along with the embryos.
- g. Only one embryo should be packed and frozen in a straw.
- h. The canister, goblets and the straws should be labeled, packed and stored in a suitable Liquid Nitrogen container/ dry shipper as per the IETS guidelines.
- i. For recording temperature in Liquid Nitrogen container/ dry shipper during transit, it should be fitted with a data logger.
- j. Supplier should provide the details of embryos for international movement on Form-D (Application for embryo export and Certificate of Freezing / Identification of embryos) prescribed in the 4th Manual of International Embryo Transfer Society (IETS) and given at Annexure 4.

Note:

- The breeding values and reliability of sires used for embryo production shall be authenticated by EMBRAPA/ABCGIL, Brazil
- The details of lactation yield, fat % and protein % of the donor or donor's dam shall be authenticated by ABCZ/ABCGIL/EMBRAPA, Brazil
- Specimen formats which will be used for giving pedigree/performance details of sire and donor of embryos may be submitted with the offer.
- The literature and documents should be in English.
- For complete details and better clarity on production specifications, please read the "Guidelines for import of bovine germplasm (revised January 2019)" which are available at the below mentioned link: http://dadf.gov.in/division/importexport-guidelines

SCHEDULE NO. TWO: TECHNICAL SPECIFICATION OF SEX SORTED FROZEN SEMEN STRAW OF GIR FOR ENSURING BIRTH OF FEMALE PROGENY:

- 1. Semen shall be from progeny tested sires with positive sire indices/ breeding value for volume of milk, fat yield and protein yield.
- 2. Sire's daughters' average standard lactation yield shall be above 4000 kgs. or sire's dam's standard lactation yield shall be above 5000 kgs.
- 3. Sire's daughters' average milk fat shall be above 4% or above 160 kg. or

Sire's dam's milk fat shall be above 4% or above 200 kg.

- 4. Sire's daughters' or Sire's dam's average protein % or total protein per lactation shall be above the average of the breed in the exporting Country.
- 5. Reliability of breeding value for production characters shall be more than 70%.
- 6. Sires shall have good type characters like udder and feet conformation.
- 7. Breed purity is to be ascertained as per mechanism given at Annexure -2 and a certificate is to be provided.
- 8. Sires must meets all the requirements mentioned in the Veterinary Certificate for import of bovine semen into India Annexure 3.
- 9. Sire should be free from all known breed specific genetic diseases/disorders including Bovine Leukocyte Adhesion Deficiency (BLAD), Deficiency of Uridine Mono-phosphate Synthase (DUMPS), Citrullinaemia (Deficiency of Arginino Succinate Synthetase), Factor XI Deficiency, Complex Vertebral Malformation (CVM) and Brachyspina. A certificate is to be issued by concerned authority, if the diseases are absent in Gir breed in Brazil.
- 10. Sexed Semen shall be from credible sources and shall meet the standards of the sire given under item No. 6.1.1 of "Guidelines for import of bovine germplasm (revised January 2019)" which are available at the below mentioned link: http://dadf.gov.in/division/importexport-guidelines.
- 11. The percentage of error of sex shall not be more than 10% and reduction in fertility shall not be more than 10% of normal semen use.
- 12. Breed purity test of the germplasm based on DNA testing to be conducted by the bidder and the test report to be provided by bidder for taking approval from Department of Animal Husbandry, Government of India. Supply of germplasm will be made only after the bulls are approved by Department of Animal Husbandry, Government of India.

TECHNICAL SPECIFICATION OF SECONDARY GENDER (REVERSE SORTED) FROZEN SEMEN STRAW OF GIR FOR ENSURING BIRTH OF MALE PROGENY:

- 1. Semen shall be from progeny tested sires with positive sire indices/ breeding value for volume of milk, fat yield and protein yield.
- 2. Sire's daughters' average standard lactation yield shall be above 4000 kgs. or sire's dam's standard lactation yield shall be above 5000 kgs.
- 3. Sire's daughters' average milk fat shall be above 4% or above 160 kg.

Sire's dam's milk fat shall be above 4% or above 200 kg.

- 4. Sire's daughters' or Sire's dam's average protein % or total protein per lactation shall be above the average of the breed in the exporting Country.
- 5. Reliability of breeding value for production characters shall be more than 70%.
- 6. Sires shall have good type characters like udder and feet conformation.
- 7. Breed purity is to be ascertained as per mechanism given at Annexure -2 and a certificate is to be provided.
- 8. Sires must meets all the requirements mentioned in the Veterinary Certificate for import of bovine semen into India Annexure 3.
- 9. Sire should be free from all known breed specific genetic diseases/disorders including Bovine Leukocyte Adhesion Deficiency (BLAD), Deficiency of Uridine Mono-phosphate Synthase (DUMPS), Citrullinaemia (Deficiency of Arginino Succinate Synthetase), Factor XI Deficiency, Complex Vertebral Malformation (CVM) and Brachyspina. A certificate is to be issued by concerned authority, if the diseases are absent in Gir breed in Brazil.
- 10. Sexed Semen shall be from credible sources and shall meet the standards of the sire given under item No. 6.1.1 of "Guidelines for import of bovine germplasm (revised January 2019)" which are available at the below mentioned link: http://dadf.gov.in/division/importexport-guidelines.
- 11. The percentage of error of sex shall not be more than 10% and reduction in fertility shall not be more than 10% of normal semen use.
- 12. Breed purity test of the germplasm based on DNA testing to be conducted by the bidder and the test report to be provided by bidder for taking approval from Department of Animal Husbandry, Government of India. Supply of germplasm will be made only after the bulls are approved by Department of Animal Husbandry, Government of India.

SCHEDULE NO. THREE AND FOUR: TECHNICAL SPECIFICATION OF GIR AND RED SINDHI SEMEN:

Technical Literature, brochures and all other relevant information supporting the bid must be submitted in Technical Bid. English Translation of all Documents must be submitted in Technical Bid.

- 1. Semen shall be from progeny tested sires with positive sire indices/ breeding value for volume of milk, fat yield and protein yield.
- 2. Sire's daughters' average standard lactation yield shall be above 4000 kgs. or sire's dam's standard lactation yield shall be above 5000 kgs.
- 3. Sire's daughters' average milk fat shall be above 4% or above 160 kg. or

Sire's dam's milk fat shall be above 4% or above 200 kg.

- 4. Sire's daughters' or Sire's dam's average protein % or total protein per lactation shall be above the average of the breed in the exporting Country.
- 5. Reliability of breeding value for production characters shall be more than 70%.
- 6. Sires shall have good type characters like udder and feet conformation.
- 7. Breed purity is to be ascertained as per mechanism given at Annexure -2 and a certificate is to be provided.
- 8. Sires must meets all the requirements mentioned in the Veterinary Certificate for import of bovine semen into India Annexure 3.
- 9. Sire should be free from all known **breed specific** genetic diseases/disorders including Bovine Leukocyte Adhesion Deficiency (BLAD), Deficiency of Uridine Mono-phosphate Synthase (DUMPS), Citrullinaemia (Deficiency of Arginino Succinate Synthetase), Factor XI Deficiency, Complex Vertebral Malformation (CVM) and Brachyspina. A certificate is to be issued by concerned authority, if the diseases are absent in Gir and Red Sindhi breed in Brazil.
- 10. Breed purity test of the germplasm based on DNA testing to be conducted by the bidder and the test report to be provided by bidder once the bulls are approved Department of Animal Husbandry, Government of India before the supply of germplasm.

Note:

For complete details and better clarity on production specifications, please read the "Guidelines for import of bovine germplasm (revised January 2019)" which are available at the below mentioned link: http://dadf.gov.in/division/importexport-guidelines



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CERTIFICADO VETERINÁRIO INTERNACIONAL PARA EXPORTAÇÃO DE EMBRIÕES BOVINOS IN VITRO PARA A ÍNDIA VETERINARY HEALTH CERTIFICATE TO BOVINE EMBRYOS IN VITRO FOR INDIA

Certificado número: / Certificate number: (I) INFORMAÇÕES GERAIS/GENERAL INFORMATION 1. Expedidor/ Consignor (Nome e endereço 2. Certificado sanitário/ Health certificate completo/ Name and address in full) No: 1.1. Nº de contato/ Contact No. Data/ Date: 1.2. Email. 3.Destinatário/ Consignee (Name and address 4. País de origem/ Country of origin in full) 3.1. Nº de contato/ Contact No: 3.2. Email: 5. Autoridade Competente/ Competent 6. Local de embarque/ Place of loading: Authority 5.1. Ministério/ Ministry: 5.2. Departamento/ Department: 5.3. Nº de contato /Contact No: 5.4. Email: 7. Informações sobre a doadora e o doador/ 8. Informações sobre o embrião/ Information Information concerning donor dam and sire: concerning Embryo Raça/ Breed: Data de coleta/ Date of collection: Quantidade/ Quantity -Nome/ Name Tipo de embalgem/ *Type of Packing* — Nº de embalagens/ *No of Packages:* Detalhes da embalagem/ *Packing details (CAN* Data de nascimento/ Date of Birth: Local de nascimento/ Place of Birth : Marcas de identificação/ Identification marks : Registro de entrada no rebanho/ Registered (D): entry in the herd /stud book: Equipe de coleta/ Collection Team: 9. Nome e endereço do registro / 10. Local de destino/ Place of destination (Nome Autoridade de credenciamento /Name and e endereço completo /Name and address in full) address of the Registration/ Accreditation authority 9.1. Nº de contato/ Contact No. 9.2. Email. 11. Meio de transporte/ Mode of Transport

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(II) Informação Sanitária/ Sanitary information:

O veterinário oficial abaixo assinado certifica que/ The undersigned Official Veterinarian certifies that: (1) O país é livre de febre aftosa, Pleuropneumonia Contagiosa Bovina, Dermatose Nodular Contagiosa e Febre do Vale do Rift. / The country is free from Foot and mouth disease, Contagious bovine pleuropneumonia, Lumpy skin disease and Rift valley fever.

(2) Sobre a doadora/ the donor dam:

(a) não mostrou sinais de doenças no dia da coleta/ shows no sign of disease on the day of collection.

(b) satisfaz os seguintes requisitos/ satisfies the following requirements:

(i) Tuberculose bovina/ Bovine tuberculosis (TB):

(*) foi mantida em um rebanho livre de Tuberculose (TB) e foi submetido a um teste de tuberculina com resultados negativo, realizado dentro de vinte e um a sessenta dias após a coleta dos ovócitos;/ was kept in a Tuberculosis (TB) free herd and was subjected to a tuberculin test with negative results, performed within twenty one to sixty days after oocytes collection;

ou/ or

(*) foi submetida a dois testes de tuberculina (com intervalo mínimo de sessenta dias entre os testes), primeiro teste iniciado dentro de vinte e um dias a sessenta dias após a coleta dos ovócitos./ was subjected to two tuberculin tests (with a gap of minimum sixty days between the tests), first test starting within twenty one days to sixty days after the oocytes collection.

(ii) Tricomonose/ Trichomonosis:

(*) O sêmen usado para fertilizar o ovócito vem de um touro certificado livre Trichomonose e o doador nunca foi submetido a monta natural;/ the semen used to fertilize the oocytos comes from a certified Trichomonosis free bull and the donor has never been subjected to natural breeding; ou/ or

(*) exame microscópico direto e cultura de muco vaginal para a presença de agente causador de Trichomonose com resultado negativo realizado dentro de vinte e um a sessenta dias após a coleta dos ovócitos./ direct microscopic examination and culture of vaginal mucus for the presence of causative agent of Trichomonosis with negative result conducted within twenty one to sixty days after the *oocytes* collection.

(iii) Paratuberculose/ Paratuberculosis:

foi submetido a Teste de Hipersensibilidade de Tipo Retardado (DTH) ou Cultura Fecal ou (ELISA) com resultado negativo, dentro de vinte e um a sessenta dias após a coleta dos ovócitos/ was subjected to Delayed Type Hypersensitivity Test (DTH) or Faecal Culture or Enzyme Linked

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examined over its entire surface area and found intact and free of adherent material and was washed and treated with Trypsin, according to World Organization for Animal Health (OIE) Terrestrial Animal Health Code.

(9) Os meios de coleta, retenção e congelamento de ovócitos são esterilizados e isentos de microorganismos; e / The oocytes collection, holding and freezing media are sterilized and free of microorganisms; and

(10) Os embriões são armazenados em palhetas estéreis em recipientes de nitrogênio líquido novos ou esterilizados e sob condições higiênicas rigorosas em um local de armazenamento, aprovado pela administração veterinária / The embryos are stored in sterile straws in new or sterilized liquid nitrogen containers and under strict hygienic conditions at a storage place, approved by the veterinary administration.

(11) A unidade está equipada adequadamente para a coleta ou aspiração folicular, tratamento e manipulação dos ovócitos e o laboratório para produção in vitro de embriões está adequadamente equipado, permitindo a manipulação dos ovócitos, do sêmen e dos embriões, assim como para o seu armazenamento / The unit is properly equipped for collection or follicular aspiration, treatment and handling of oocytes and the laboratory for in vitro production of embryos is properly equipped, allowing manipulation of oocytes, semen and embryos, as well as their storage.

(12) As palhetas são seladas no momento do congelamento e rotuladas de acordo com o manual da International Embryo Transfer Society (IETS)./ Straws are sealed at the time of freezing and labeled as per International Embryo Transfer Society (IETS) manual.

(13) Detailes dos testes realizados na doadora (uma cópia dos resultados dos testes devem ser anexados)/ Details of the tests performed on the donor (a copy of test results is to be attached):

Doadora/ Donor Cow	Teste para tuberculose/ Bovine Tuberculosis		Tricomonose/ Trichomonosis	Paratuberculose/ Paratuberculosis	
	Data do primeiro teste/ Date on test 1	Data do segundo teste/ Date on test 2	Data do teste/ Test date	Teste/ Test name	Data do teste/ Test date
	103	0			

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VETERINARY HEALTH CERTIFICATE TO BOVINE EMBRYOS IN VITRO FOR INDIA

Não é necessário testes em relação a doenças para as quais o status de livre tenha sido certificado./ No testing is necessary in respect of diseases for which freedom status has been certified.

Carimbo do Serviço Veterinário Oficial / Stamp of Official Vetenirarian Service

> Carimbo e assinatura do Médico Veterinário autorizado (Nome em letras maiúsculas, qualificações e título) / Stamp and signature of authorsed Veterinarian (Name in capital letters, qualifications and title)

Número do selo / Seal nº Emitido em / Issued at

em / on

Notas / Notes:

(*) Tachar o que não se aplica. / (*) Delete as appropriate.

REQUISITOS PRÉ E PÓS IMPORTAÇÃO: / PRE AND POST IMPORT REQUIREMENTS:

(1) que a importação de embriões bovinos in vitro só será permitida através dos portos marítimos de Mumbai, Kolkata e Chennai e aeroportos de Kolkata, Chennai, Mumbai, Delhi, Hyderabad e Bangalore, que devem ser notificados periodicamente pelo governo, onde quarentena animal instalações de inspeção estão disponíveis;/ that import of in vitro bovine embryos shall be allowed only through the sea ports of Mumbai, Kolkata and Chennai and airports of Kolkata, Chennai, Mumbai, Delhi, Hyderabad and Bangalore as may be notified by the Government from time to time, where animal quarantine inspection facilities are available;

(2) que nenhuma importação de embriões de bovinos deve ser permitida no país, a menos que seja certificada por um certificado de saúde em língua inglesa assinada por um veterinário oficial do país exportador em que os embriões de bovinos cumprem os requisitos e as informações necessárias são.

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fornecidas em formulário anexado a esta notificação ./ that no import of bovine embryos shall be allowed into the country unless certified by a certificate of health in English language signed by an official veterinarian of the exporting country in which bovine embryos fulfill requirements and the requisite information is provided in the Form annexed to this notification.

Requerimento pós importação/ Post Import Requirements:

(3) Na chegada, a remessa e os documentos serão examinados pelo Diretor Regional de Quarentena./ On arrival, the consignment and the documents will be examined by the Regional or Quarantine Officer.

(4) NA chegada à Índia, as amostras podem ser coletadas para testes de doenças, incluindo Diarréia Viral Bovina, Rinotraqueite Bovina Infecciosa e Brucelose./ On arrival into India, the samples may be collected for testing of diseases including Bovine Viral Diarrhoea, Infectious Bovine Rhinotracheitis and Brucellosis.

(5) No caso, os documentos e testes não estarem em conformidade com os requisitos e os embriões não estarem em conformidade com as especificações da Organização Mundial da Saúde Animal (OIE), ações apropriadas serão tomadas pelo Departamento de Criação de Animais, Leite e Pescas, Governo da Índia com os custos da agência importadora/ *In case, the documents and tests are not conforming to the requirements and the embryos are not as per World Organization for Animal Health* (OIE) specifications, appropriate action shall be taken by the Department of Animal Husbandry, Dairying and Fisheries, Government of India at the cost of importing agency.

Amendment to Annexure-I (VETERINARY CERTIFICATE FOR IMPORT OF EMBRYOS INTO INDIA)

	Brazilian Health certificate for Bovine Embryos in vitro in India	Proposed changes in Health certificate for Bovine Embryos <i>in vitro</i> in India
Bovine tuberculosis (TB):	Was Kept in a tuberculosis (TB) free herd and was subjected to a tuberculin test with negative results, performed within twenty one to sixty days after oocytes collection	Was Kept in a tuberculosis (TB) free herd and was subjected to a tuberculin test with negative results, performed within twenty one to sixty days after <u>last</u> oocytes collection
	Or Was subjected to two tuberculin tests (with a gap minimum sixty days between the tests), first test starting within twenty one days to sixty days after oocytes collection.	Or Was subjected to two tuberculin tests (with a gap minimum sixty days between the tests), first test starting within twenty one days to sixty days after <u>last</u> oocytes collection.
Trichomonosis	Direct microscopic examination and culture of vaginal mucus for the presence of causative agent of Trichomonosis with negative result conducted within twenty one to sixty days after the oocytes collection.	Direct microscopic examination and culture of vaginal mucus for the presence of causative agent of Trichomonosis with negative result conducted within twenty one to sixty days after the <u>last</u> oocytes collection.
Paratuberculosis/ Paratuberculosis	Was subjected to Delayed Type Hypersensitivity Test (DTH) or faecal Culture or Enzyme Linked Immunosorbent Assay (ELISA) with negative result, within twenty one to sixty days after the oocytes collection.	Was subjected to Delayed Type Hypersensitivity Test (DTH) or faecal Culture or Enzyme Linked Immunosorbent Assay (ELISA) with negative result, within twenty one to sixty days after the <u>last</u> oocytes collection.

1 1 1 1 1 1

Mechanism to ensure breed purity for import of germplasm (semen, embryo and live cattle) of Indigenous (Zebu) breeds

There is a possibility that Indigenous (Zebu) cattle germplasm imported from other countries might have genetic mixture from other local breeds as well as *Bos taurus*. Therefore, latest "Guidelines for Export/Import of Bovine Germplasm" mention that for import of germplasm of breeds of Indian origin, the purity of breed shall be tested by using appropriate techniques. For this, a mechanism has been evolved that will avoid import of genetic material with *Bos taurus* or other inheritance.

Following mechanism is proposed;

- 1. The exporter (supplier) should genotype proposed candidates (details given in following Table) with suitable SNP panels (Illumina BovineHD/ INDUSCHIP /Illumina Bovine 50K/ GGP 75Ki panels or other recognized SNP panels). The reference and test (Candidate) animals should be genotyped with same SNP panel. If reference animals are genotyped with Bovine HD, subset of SNPs used for genotyping test animals should be used for ancestry calculation.
- 2. The results of admixture/structure analysis using the below given **method** and certified by agencies recognized by the Government of the exporting country are to be sent to importer (purchaser).
- 3. Following criteria shall be used to screen the proposed candidates;
 - a. They must have less than 2.5% ancestry from Bos taurus
 - b. They should have ancestry of 90% and above for breed being imported based on reference population available.
- 4. Based on the above mentioned criteria, a list of eligible candidates will be communicated by importer to DADF for clearance.

Method to be used for inferring ancestry percentages

- 1. The laboratory should use SNP genotype data for inferring ancestry. Name of SNP chip (if commercial) or SNP map file (if custom) should be shared.
- 2. Supervised/unsupervised clustering method implemented in Admixture (Alexander *et al.*, 2009) or Structure (Porras-Hurtado *et al.*, (2013)) software should be used for inferring the ancestry percentages.
- 3. Minimum Reference population of 50 animals should be used per breed for the above analysis



- 4. The reference breeds should include at least three *Bos Indicus* breeds including concerned breed, Holstein, Jersey and Brazilian Taurine breeds if any for inferring ancestry percentages.
- 5. A cattle ancestry and breed purity report should be submitted in the following format;

CATTLE ANCESTRY REPORT

Name of the laboratory: Name of SNP chip: Address: No. of SNPs:

Sr. No	Animal ID	Ancestry %							
		Bos Tauru s I	Bos Tauru s II	Bos Tauru s III	Bos indicu s I	Bos indicu s II	Bos indicu s II	Other s	Remar k
1.	12345X1 2	0	1	0	98	0	0	1	
2.									
2.									
4.						6	6 1		

 Note: Mention the number of animals used as reference for breeds;

 Bos taurus I
 (No.), Bos taurus II
 (No.), Bos indicus II

 (No.), Bos indicus II
 (No.), Bos indicus III
 (No.), Others
 (No.)

Date:

Signature (Name & Designation)

2

- 6. A certificate on the attached formats (I, II or III) shall be issued by agencies recognized by the Government of the exporting country for ensuring genetic purity of the candidate(s). This certificate is to be sent along with the shipment.
- 7. The details of candidates to be tested for breed purity is given below;

TABLE: Details of candidates to be tested for breed purity

S.No.	Germplasm to be imported	Candidate(s) to be tested
1	Semen (including sex semen)	Donor bull
2	Embryos (in vivo/in vitro)	Donor dam and sire
3	Live cattle-Young bull	Individual animal proposed to be imported
4	Live cattle-Pregnant heifer	Pregnant heifer as well as sire and dam (if pregnant with embryos) of fetus

Format I: for import of semen and young bull

CERTIFICATE OF BREED PURITY

This is to certify that the cattle bull/semen donor* with Identification no. (ID) <u>12345X12</u> having its Sire ID <u>DELEGADO</u> and its Dam ID <u>123123</u> from <u>XYZ</u> Farm/Semen Station, ABC location, is >90% (breed being imported-mention breed like Gir, Sahiwal etc.).

The breed purity was calculated based on ancestry percentages derived by analyzing SNP genotype data compared to reference animal population

Signed and Sealed by Authorized person

3

*strike which is not applicable

Date:

2025

CERTIFICATE OF BREED PURITY

This is to certify that the pregnant heifer with Identification no. (ID) <u>12345X12</u> having its Sire ID <u>DELEGADO</u> and its Dam ID <u>123123</u> from <u>XYZ Farm/Semen Station, ABC</u> location, is >90% ___ (mention breed like Gir, Sahiwal etc.).

Also certified that the sire Identification no. (ID) <u>123 XYZ</u> and dam (if pregnant with embryos) Identification no. (ID) 123XYZ of fetus are > 90% ____ (breed being imported-mention breed like Gir, Sahiwal etc.).

The breed purity was calculated based on ancestry percentages derived by analyzing SNP genotype data compared to reference animal population

Signed and Sealed by Authorized person

Format III: for import of embryo

CERTIFICATE OF BREED PURITY

This is to certify that the sire with Identification no. (ID) DELEGADO and dam with Identification no. (ID) <u>123123</u> are > 90% (breed being imported-mention breed like Gir, Sahiwal etc.) and used for production of *in vivo/in vitro** embryo no. <u>12345X12</u>

The breed purity was calculated based on ancestry percentages derived by analyzing SNP genotype data compared to reference animal population

Signed and Sealed by Authorized person

4

*strike which is not applicable

Date:

Date:

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VETERINARY CERTIFICATE FOR IMPORT OF BOVINE SEMEN INTO INDIA

NOTIFICATION

New Delhi, the 23rd September, 2015

S.O. 2657(E).—In exercise of the powers conferred by section 3A of the Livestock Importation Act, 1898 and in supersession of the notification of the Government of India, Ministry of Agriculture, Department of Animal Husbandry, Dairying and Fisheries *vide* number S.O.1496 (E) dated the 5th September, 2007 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), except as respects things done or omitted to be done before such supersession, the Central Government hereby directs that the import of bovine frozen semen into India shall be regulated in the manner laid down in the Schedule annexed to this notification and subject to the conditions—

SCHEDULE

(1) that the imports shall be allowed only through the sea ports of Kolkata, Chennai, Mumbai and airports of Kolkata, Chennai, Mumbai, Delhi, Hyderabad and Bangalore where animal quarantine inspection facilities are available;

(2) that no import of bovine frozen semen shall be allowed into the country unless certified by a certificate of health in English language signed by an official veterinarian of the exporting country in which bovine frozen semen fulfil requirements and the requisite information is provided in the Form annexed to this notification.

Form

(A). General Information:

Name of the Country	
Ministry or Department	-21
Province or District	

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(B). Information concerning the donor animal:

Name.	Species.	Date and Place of birth.	Registered entry in the herd or stud book.	Date of approval of animal for artificial insemination purposes.	Identification mark or number.	Date of collection and batch number.	Number of doses.	Packed size of semen.

(C). Origin and Destination of the semen:

1	Name and Address of the Producer (Artificial Insemination Centre):	Approval or Accreditation number
2.	Name of the Approving Authority:	
3.	Name of the consignor:	
4	Name and Postal Address of the consignee with contact details:	
5.	Means of Transport:	
6	Date of Dispatch:	
7		ate. (issued by Ministry of Commerce, Government of India to the

Note: All the above general information may be provided by producer and endorsed by the official veterinarian of the exporting country.

(D). Sanitary Information:

The Official Veterinarian certifies that the donor animal -

- (I) shows no sign of diseases on the day of collection and for the following thirty days.
- (II) satisfies the following requirements:
- (a) (i) The donor animal was born in and is continuously residing in the exporting country (name of the country);

or

(ii) The donor animal was born in a country (name of the country) having equal or better animal health status than the exporting country (name of the country).

(b) Foot and mouth disease (FMD):

(i) was kept for at least three months prior to collection in an FMD free country or zone where vaccination is not practiced or a FMD free compartment.

or

(ii) was kept for at least three months prior to collection in an FMD free country or zone where no other animal present in the artificial insemination centre has been vaccinated within the month prior to collection.

(c) Contagious bovine pleuro pneumonia (CBPP):

was kept in a CBPP free country, zone or compartment since birth or for at least the past six months.
(d) Lumpy skin disease (LSD):

was kept for at least twenty eight days prior to collection in an LSD free country.

(e) Bovine tuberculosis:

The donor animal showed no signs of bovine tuberculosis on the day of collection of the semen; and either-

 kept in an artificial insemination centre free from bovine tuberculosis in a country, zone or compartment free from bovine tuberculosis and which only accepts animal from free herds in a free country, zone or compartment.

or

(ii) showed negative results to tuberculin tests carried out annually and were kept in a herd free from bovine tuberculosis.

(f) Bovine brucellosis:

When the semen is sourced from an artificial insemination centre, the testing programme includes the Buffered Brucella Antigen and Complement Fixation tests or Enzyme Linked Immunosorbent Assay (ELISA);

when the semen is not from an artificial insemination centre, the donor animal-

(i) was kept in a country or zone free from bovine brucellosis;

or

(ii) was kept in a herd officially free from bovine brucellosis, showed no clinical sign of bovine brucellosis on the day of collection of the semen and was subjected to a Buffered Brucella Antigen Test or Enzyme Linked Immunosorbent Assay (ELISA) or Fluroscence Polarizaion Assay (FPA) with negative results during the thirty days prior to collection;

or

(iii) was kept in a herd free from bovine brucellosis, showed no clinical sign of bovine brucellosis on the day of collection and was subjected to the buffered Brucella antigen and Complement Fixation Tests or Enzyme Linked Immunosorbent Assay (ELISA) or Fluroscence Polarization Assay(FPA) with negative results during the thirty days prior to collection.

(g) Blue tongue (BT):

The donor animal-

(i) was kept in a Blue tongue (BT) free country or zone or vector protected establishment for at least sixty days before commencement of, and during, collection of the semen;

or

(ii) was subjected to a serological test according to the World Organization for Animal Health (OIE) Terrestrial Manual to detect antibody to the BTV group, with negative results, at least every sixty days throughout the collection period and between twenty one and sixty days after the final collection for this consignment;

or

(iii) was subjected to an Agent identification test according to the World Organization for Animal Health (OIE) Terrestrial Manual on blood samples collected at commencement and conclusion of, and at least every seven days (virus isolation test) or at least every twenty eight days Polymerase Chain Reaction test (PCR) during, semen collection for this consignment, with negative results.

(h) Trichomonosis:

(a) (i) The donor animal has never been used for natural service;

or

(ii) The donor animal has only mated virgin heifers;

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(iii) The donor animal was kept in an establishment or artificial insemination centre where no case of trichomonosis has been reported;

(b) The donor animal was subjected to microscopic examination of a culture of prepeutial washing with negative results.

(i) Paratuberculosis:

(a) The animal has been kept in a herd where no case of Paratuberculosis has been observed in last two years.

(b) The animal was annually subjected to Delayed Type Hypersensitivity (DTH) or Enzyme Linked Immunosobent Assay (ELISA) or Faecal Culture Test.

(j) Bovine genital campylobacteriosis:

The donor animal -

(a) (i) has never been used for natural service;

or

(ii) has only mated virgin heifers;

or

(iii) was kept in an establishment or artificial insemination centre where no case of bovine genital campylobacteriosis has been reported;

(b) the culture of semen and preputial specimens for the presence of the causal agent of bovine genital campylobacteriosis proved negative.

(k) Infectious bovine rhinotracheitis:

(i) The donor animal was kept in an Infectious Bronchitis Rhinotracheitis and Infectious pustular vulvovaginitis (IBR/ IPV) free herd at the time of collection of the semen;

or

(ii) The donor animal was held in isolation during the period of collection and for the thirty days following collection and was subjected to a diagnostic test for Infectious Bronchitis rhinotracheitis and Infectious pustular vulvo-vaginitis (IBR/ IPV) on a blood sample taken at least twenty one days after collection of the semen, with negative results;

or

(iii) if the serological status of the bull is unknown or if the bull is serologically positive, an aliquot of each semen collection was subjected to a virus isolation test or Polymerase Chain Reaction (PCR), with negative results.

(I) Enzootic bovine leucosis (EBL):

(i) The donor bull was resident at the time of semen collection in an EBL free herd;

and

(ii) If less than two years of age, the bull came from a serologically negative 'uterine' dam;

or

(iii) The bull was subjected to diagnostic tests for EBL on blood samples on two occasions with negative results, the first test being carried out at least thirty days before and the second test at least ninety days after collection of the semen.

(m) Leptospirosis:

The donor animal has been annually tested against all serovars of leptospires prevalent in cattle in semen producing country and those found positive are either removed or given a complete treatment.

(n) Bovine viral diarrhoea (BVD):

The donor bull has been subjected to the following:

(i) Prior to entering Pre-entry isolation testing:

The animal has been subjected to a virus isolation test or a test for virus antigen, with negative results; and a serological test to determine the serological status of every animal.

(ii) Testing in the Pre-entry isolation facility prior to entering the semen collection facilities:

(a) The animal has been subjected to a virus isolation test or a test for virus antigen, with negative results. Only when all the animals in pre-entry isolation have had negative results, may enter the semen collection facilities.

(b) All animals have been subjected to a serological test to determine the presence or absence of Bovine viral diarhhoea (BVD) antibodies.

(c) Only if no sero-conversion occurs in the animals which are tested sero-negative before entry into the pre-entry isolation facility, may (sero-negative or sero-positive) be allowed an entry into the semen collection facilities.

(d) If sero-conversion occurs, all the animals that remain sero-negative should be kept in pre-entry isolation until there is no more sero-conversion in the group for a period of three weeks. Serologically positive animals may be allowed entry into the semen collection facilities.

(iii) Testing programme for bulls and teasers resident in the semen collection facilities:

(a) Animals are negative to previous serological tests and have been retested to confirm absence of antibodies.

(b) If an animal becomes serologically positive, every ejaculate of that animal collected since the last negative test shall be either discarded or tested for virus with negative results.

(iv) Testing for BVD prior to the initial dispatch of semen from each serologically positive bull:

Prior to the initial dispatch of semen from Bovine viral diarrhoea (BVD) serologically positive bull, a semen sample from each animal shall be subjected to a virus isolation or virus antigen test for Bovine viral diarrhoea. In the event of a positive result, the bull shall be removed from the centre and all the semen collected from it be destroyed.

(o) Schmallenberg:

(i) The donor animal was kept since birth in a country where Schmallenberg Virus has never been recorded;

or

(ii) The semen has been collected before 01.06.2011;

or

(iii) The donor animal was subjected to a serological test to detect antibodies to Schmallenberg Virus (SBV), with negative results, at least twenty one days after the final collection for this consignment.

(p) Vesicular stomatitis (VS):

The animal was kept in a Vesicular Stomatitis (VS) free country or zone since birth or for at least thirty days prior to the shipment;

or

The animal was kept for twenty one days prior to, and during, collection in an establishment where no case of Vesicular stomatitis (VS) was reported during that period; and was subjected to a diagnostic test for Vesicular stomatitis (VS), with negative results, within the twenty one days prior to semen collection.

Note: The diagnostic tests described above are not necessary for the country which is free from these diseases (A separate certificate from the country towards disease free status shall be required). Please provide the

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testing reports also. The tests to be conducted as per the requirement under para D (II) are as per the World Organization for Animal Health (OIE) list of tests for international trade.

(III) The semen comes from a semen collection centre that is accredited and approved by the exporting country and has been collected, handled or processed in accordance with the provisions of the Terrestrial Animal Health Code of the Office International Des Epizooties Chapter "General hygiene in semen collection and processing centres" and processed in accordance with the provisions of the Terrestrial Animal Health Code of Office of the International Des Epizootics Chapter "Collection and processing of bovine, small ruminant and porcine semen".

(IV) After collection of semen, antibiotics have been added in accordance with the Terrestrial Animal Health Code of the Office of the International Des Epizootics Chapter "Collection and processing of bovine, small ruminant and porcine semen". (*Provide the list of antibiotics with concentration added in the semen*).

(V) The semen is transported in container that is new or sterilized in a manner acceptable to Government officials of the exporting country (*name of the country*) and the container is not known to contain pathogenic micro-organisms.

(VI) At the time of semen collection, the donor animal had passed all pre-isolation and isolation tests needed for entry into the resident herd at the semen collection centre and had not been used for natural mating since the initiation of these tests.

Official stamp:

Issued at _____ on _____

Signature _____

Name and address of Veterinarian

Registration No.

Email. Contact No.

(E) POST IMPORT REQUIREMENTS:

- (1) On arrival in India, the consignment and the documents shall be examined by the Regional Officer or Quarantine Officer concerned.
- (2) Samples from semen consignments may be taken for testing including the diseases like Bovine viral diarrhoea, Infectious bronchitis rhinotracheitis and Brucellosis.
- (3) In case the documents and tests at the quarantine stations are not conforming to the requirements as per the health certificate and the semen is not as per Office International Des Epizooties Terrestrial Animal Health Code specifications, appropriate action shall be taken by the Department of Animal Husbandry, Dairying and Fisheries, Government of India at the cost of importing agency.

[F. No. 102-69/2007-Trade] RAJBIR SINGH RANA, Jt. Secy.

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Annexure – 4

FORM -D

	APPLICATION FOR EMBRYO EXPORT BREED pplication for International Movement. To be submitted to breed organization in exporting country.								Page of Exporters I.D	
Name of Buye	er									
ddress										
Country	<u></u>									
Sale Date	Export	Date		Certifica	ation of DN	A Genotypir	ng/Blood Ty	/ping needed	Yes Ear Tag	No
Donor Name				N	o					n ann a a a
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CONDITIONS FOR COMPLETING APPLICATION FOR EMBRYO EXPORT

Application for embryo export will accommodate all embryos from one recovery. Precede registration numbers of donor dam and donor sire(s) with the International Standards Organization (ISO) three letter country codes (cc).

Application must be signed by (1) the seller who is the owner of the donor dam on date of recovery, (2) the practitioner responsible for the recovery, (3) the practitioner responsible for freezing the embryos and (4) the person responsible for exporting the embryos.

The signature of the seller is certifying to the sales of the embryos.

The signature of the person responsible for the embryo recovery is certifying to the accuracy of the information relating to the donor dam, the sire, breeding date, date of recovery and other technical aspects.

The practitioner responsible for packaging and/or freezing the embryos is attesting to the identification of each embryo, the container labeling, as set forth on the certificate, along with the accuracy of all other information called for in this portion of the application for export.

Upon receipt of application for embryo export by the breed office, a certificate will be issued that will be forwarded to the Herd Book in the receiving country. This certificate will identify the embryos and will justify providing the DNA genotyping and/or the blood type of the donor dam and donor sire.

Use the following codes to describe the embryo, identify the breed and the month in all dates.

STAGE OF DEVELOPMENT

- No. Stage
 - Unfertilized 1
- 2 2- to 12-cell
- 3 Early Morula
- 4 Morula
- 5 Early Blastocyst
- 6 Blastocyst
- 7 Expanded Blastocyst
- 8 Hatched Blastocyst
- 9 Expanded Hatched Blastocyst
- QUALITY OF EMBRYOS Code 1. Excellent or Good Code 2. Fair Code 3. Poor Code 4. Dead or degenerating

Refer to IETS Manual, Third Edition, Chapter 9, for description of codes.

MANIPULATION OF EMBRYOS	January	JA
N - Not Manipulated	February	FE
D - Divided	March	MR
F - Female by Biopsy	April	AP
M - Male by Biopsy	May	MY
U - Sex Undetermined by Biopsy	June	JN
	July	JY
Use comment column to describe	August	AU
other biopsies.	September	SE
	October	OC
SEXED SEMEN	November	NO
X - Female Y - Male	December	DE

X - Female Y - Male

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AN - Aberdeen Angus	BZ	 Bonsmara 	GS ·	- Gascone	MR	 Marchigiana 	RO	- Rotbunte
AB - Abondance	CP	 Campine Red Pied 	GV	- Gelbvieh	ME	- Maremmana	SA	- Salers
AF - Afrikaner	CN	- Canadienne	GI	- Gir	MI	 Meuse Rhine Issel 	SG	- Santa Gertudis
AK - Ankole	CB	- Charbray	GR	- Groninger	MO	- Montbeliard	SE	- Senapol
AY - Ayrshire	CH	 Charolais 	GU	- Guernsey	MG	- Murray Grey	MS	 Shorthorn (milking)
BA - Barzona	CA	- Chianina	GZ	- Guzera	NE	- Nelore	SS	 Shorthorn (beef - Scotch)
BE - Beefalo	DB	 Danish Black & White 	HC	 Hays Converter 	NG	- Nguni	SP	- Shorthorn (polled)
BF - Beef Friesian	DJ	 Danish Jersey 	HH	 Hereford (horned) 	NM	- Normande	IS	 Shorthorn (Illawarra)
BM - Beefmaster	RW	- Danish Red & White		 Hereford (polled) 	NR	- Norwegian Red	SI	- Simbrah
BB - Belgian Blue	DE	- Devon		 Highland (Scotch 	PA	- Parthenais	SM	- Simmental
BG - Belted Galloway	DR	- Dexter		Highland	PI	- Piedmont	DS	- South Devon
BD - Blonde D'Aquitaine	DZ	 Drakensberger 	HO	- Holstein	PR	- Pie Rouge	SX	- Sussex
BX - Boran	FP	- East Flemish Red Pied	HY	 Hybrid (Alberta Hybrid) 	PZ	- Pinzgauer	TA	- Tarentaise
BO - Braford	ER	- Eringer		- Ibage	RA	- Ranger		- Tasmanian Grey
BR - Brahman	FA	- Flamand	IN	- Indu Brasil	AB	- Red Angus		- Texas Longhorn
BH - Brahmental	FL	 Fleck/ieh 	JE	- Jersev	RB	 Red Brangus 		- Tuli
BL - Braler	FR	- Fribourg	KB ·	 Kobe (Waqyu) 	RD	- Red Dane (Red Danish,	WB	 Welsh Black
BN - Brangus	FB	 Friesian (Belgian) 	LU	- Luing		Danish Red)	WE	 West Flemish Red
BU - Braunvieh		 Friesian (Dutch) 		- Limousin	ww	- Red Holstein		- Crossbreds
SB - Brown Swiss (beef)	GA	- Galloway (beef)		 Lincoln Red 	BP	- Red Poll		
BS - Brown Swiss (dairy)	GD	 Galloway (dairy) 	MA	- Maine-Anjou	RN	- Romagnola		
CAPBINE				and the second second				
AL - Alpine	AG	- Angora	CH	- Cashmere	KR	 Kalahari Reds 	NU	- Nubian
TO - Toggenburg		- Saanen		- Boer		- La Mancha	SG	- Savanna Goat
EQUINE							04	- Gurunna Gour
AS - American Saddlebred	CL	- Clydesdale	MN	- Morgan	QH	 Quarter Horse 	SF	 Suffolk Punch
AP - Appaloosa		 Hackney (Horse) 		- Palomino	SE	- Shelland	TW	- Tennessee Walking
AB - Arabian		- Hackney (Pony)		- Percheron	SI	- Shire	TH	- Thoroughbred
BL - Belgian		- Hunter		- Pinto	SN	 Standardbred 		- Welsh
PORCINE					0.1	oranidar abrod		110001
YO - Yorkshire	DU	- Duroc	BK	- Berkshire	PE	- Pietrain	LW	- Large White (British)
LA - Landrace		- Lacombe		- Spotled	TM	- Tamworth		- Large Black (British)
HA - Hampshire		 Poland Chine 		- Chester White	WS	 Wessex Saddleback 		Eargo Didok (Dinish)
OVINE	10	I Maria Onino	~		110	Wester Children		
AN - Afrino	138.4	Dobno Morino		llo do Etaboo	OX	Owford	1.41.4	C. African Mutten Morine
BP - Blackhead Persian		 Dohne Merino Dorset 		 Ile de France Leicester 	SP	- Oxford	MM	 S. African Mutton Merino Southdown
BC - Border Cheviot		- Dormer		- Lincoln	RA	 Persian (Speckled/Skilder) Rambouillet 	SU	- Suthdown 9
CO - Columbia		- Dorper		- Merino	RM	 Hamboullet Romnelet 	VR	- Sulloik a
CR - Corriedale		 Dorper Finnish Landrace 		- Menno - Montadale	SB	 Scottish Blackface 	WD	
DA - Damara		 Hampshire 		 Montadale N. Country Cheviot 	SB	 Scotlish Blacklade Shropshire 	WD	- White Dorper
DA - Damard	HA	- nampsmie	NC	- N. Country Cheviot	aH	 aniopanie 		, E

GENERAL CONDITIONS REGARDING IMPORT OF IN VITRO FROZEN EMBRYOS FROM BRAZIL & IMPORT OF BOVINE FROZEN SEMEN FROM BRAZIL

1. DELIVERY PERIOD:

The successful bidder should deliver Semen within 6 (Six) calendar months from the date of issuance of Import License and Embryo within 9 (Nine) calendar months from the date of submission of Import License". However, an early delivery stipulation may also be indicated.

In case of failure by successful bidder in making deliveries, within the time specified, the CEO, ULDB may procure the Semen & Embryos from other sources and hold supplier responsible for any losses occurred thereby.

2. SHIPMENT:

The Semen & Embryos should be shipped in planes as classified for Insurance purpose.

3. INSURANCE:

The successful bidder shall arrange Insurance Coverage, to cover all the transit risks, other risks including War and SRCC (Strike, Riot, Civil Commotion activities) from the point of loading to the place of destination in India and valid from the date and time of loading till a period of 30 days from the date of arrival of consignment at Indian Airport/s, in the name of Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun-248001, Uttarakhand, India.

4. INSPECTION OF DONORS AND SIRES:

Purchaser Team will inspect Donors and Sires finally selected for production of Embryo and Semen ordered by purchaser. Successful bidder will borne all expenses of visit except India to Brazil and Brazil to India Air Fare.

5. GUARANTEE:

The supply of Semen & Embryos should be in accordance with the specifications and to the entire satisfaction of the purchaser and/or to the satisfaction of their technical officers. The bidders should ensure that the country of origin is free from Foot and Mouth disease.

6. WARRANTY:

successful bidder shall guarantee to replace the Semen or Embryos within a period of 24 calendar months from the date of receipt of Semen and Embryos, if Semen is proved below the Guideline & MSP laid down by Government of India and the Embryos not meeting the IETS Manual (4th Edition) standard & proved below the Guideline & MSP laid down by Government of India.

7. TECHNICAL INFORMATION REQUIRED WITH BIDS:

The detailed pedigree documents should be provided with the Technical Bid and at the time of selection of Semen & Embryos.

The detail of each and every Embryo to be provided as per the IETS manual

8. **REJECTION:**

Further, the purchaser reserves the right to reject the Semen and Embryos in full or part, if at the time of delivery it is noticed that the animals do not conform to the terms, descriptions and requirements as per guideline laid down by Government of India.

9. CONSEQUENCES OF REJECTION:

If, on rejection of Semen and Embryos by the purchaser/ consignee at destination, the successful bidder fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

- (a) Allow the successful bidder to supply the Semen and Embryos in replacement of those rejected within a specified time, the successful bidder bearing the cost of insurance, if any, on such replacement without being entitled to any extra payment on that account.
- (b) Purchase or authorize the purchase of the number of Semen and Embryos rejected or others of a similar description (when the Semen and Embryos do not exactly comply with the particulars in the opinion of the purchaser, which shall be final) without notice to the successful bidder at his risk and cost and without affecting the successful bidder liability as regards to the supply of any further installments due under any contract.
- (c) Cancel the contract (when Semen and Embryos do not comply with the particulars in the opinion of the purchaser, which shall be final).

SECTION VI-A : QUALIFICATION CRITERIA

SCHEDULE NO. ONE:

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger/ acquisition/ change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should be original producer or have a valid Producer's Authorization Certificate in case of dealer/ supplier and should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies, PAN, GST, etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (i.e. FY 2017, 2018, 2019) should not be less than 9000000.00 Indian Rupees (INR) or 122780 US Dollar. Turnover details, i.e. Balance Sheet including profit and loss statement OR Certificate from Auditor/Chief Finance Officer/ equivalent should be submitted, in support.
- d) The bidder should have positive net worth in last two financial years.
- e) The Bidder in the same name and style shall have successfully executed/ completed contracts of similar nature (supplied in vivo/ in vitro produced Embryos of any breed) during the last five years ending last day of the month previous to the month in which bid is opened, either of the following:
 - i) One Contract/ Supply of embryos not less than 80% of the quantity for quoted schedule. OR
 - (ii) Two Contracts/ Supply of embryos each not less than 50% of the quantity for quoted schedule. OR
 - (iii) Three Contracts/ Supply of embryos each not less than 40% of the quantity for quoted schedule.

Copies of POs/invoices or a statement certified by Auditor/Chief Financial Officer/ equivalent should be submitted, in support.

Note:

- a) The Contract means the supply done against one Purchase Order/ Contract on a single location.
- b) Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement:
 - i. Name / Names of supplies to be considered for meeting minimum eligibility criteria for each schedule.
 - ii. Supply completed along with respective completion certificate or copies of invoices.
- c) Even though the bidder meet the specified criteria, it may be disqualified if it has:
 - i. Made untrue or false declaration and/or
 - ii. Record of poor performance such as abandoning the supplies, not properly completing the contract, inordinate delays in completion or financial failure etc.

SCHEDULE NO. TWO;

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger/ acquisition/ change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should be original producer or have a valid Producer's Authorization Certificate in case of dealer/ supplier and should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies, PAN, GST, etc.
- c) The bidder should have positive net worth in last two financial years.
- d) The Bidder in the same name and style shall have past experience of supplying Frozen Semen Straw of Gir and Red Sindhi breed.

SCHEDULE NO. THREE:

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger/ acquisition/ change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should be original producer or have a valid Producer's Authorization Certificate in case of dealer/ supplier and should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies, PAN, GST, etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (i.e. FY 2017, 2018, 2019) should not be less than 15000000.00 Indian Rupees (INR) or 204600 US Dollar. Turnover details, i.e. Balance Sheet including profit and loss statement OR Certificate from Auditor/Chief Finance Officer/ equivalent should be submitted, in support.
- d) The bidder should have positive net worth in last two financial years.
- e) The Bidder in the same name and style shall have past experience of supplying Frozen Semen Straw of Gir and Red Sindhi breed.

SCHEDULE NO. FOUR:

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger/ acquisition/ change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should be original producer or have a valid Producer's Authorization Certificate in case of dealer/ supplier and should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies, PAN, GST, etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (i.e. FY 2017, 2018, 2019) should not be less than 15000000.00 Indian Rupees (INR) or 204600 US Dollar. Turnover details, i.e. Balance Sheet including profit and loss statement OR Certificate from Auditor/Chief Finance Officer/ equivalent should be submitted, in support.
- d) The bidder should have positive net worth in last two financial years.
- e) The Bidder in the same name and style shall have past experience of supplying Frozen Semen Straw of Gir and Red Sindhi breed.

SECTION VII DECLARATION

[Bidders are requested to submit the Declaration as per the Format given in this Section, filling all the blank spaces.]

Date: Bid Identification No.: **1995/ULDB/RGM-COE/ICB/2020-21** Dated: 20th October 2020 Chief Executive Officer, Uttarakhand Livestock Development Board,

Uttarakhand Livestock Development Board Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun-248001, Uttarakhand, India

Sir,

To:

Having examined the Conditions of Contract, Technical Specifications and the Guidelines for Export/ Import of Bovine Germplasm included in or referred to in the Bidding Documents including Addenda Nos. (*Insert Numbers*), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *in vitro* produced frozen Embryos of Gir breed as detailed in the price bid, in conformity with Technical Specifications and the Guidelines for Export/ Import of Bovine Germplasm (except to the extent of deviation statement furnished in our bid) and the Terms & Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of embryos as specified in the Schedule of Requirements of the Bid Document.

If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of 180 days from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We, as an authorized representative(s) of company/ Firm, declare that our Company/ Firm has an unblemished record and is not declared ineligible for corrupt & fraudulent practices, is not blacklisted either indefinitely or for a particular period of time, nor has had work withdrawn, by any State/ Central Government/ PSU.

Dated this day of......20......

Name & Seal of Signing Authority

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

SECTION - VIII

BANK GUARANTEES

Form of Bank Guarantee for Bid Security/ EMD

[On the Non-judicial stamp paper of 100.00 INR minimum OR as per the Stamp Act of Local State Government from where the BG is issued]

THE CONDITIONS of this obligation are:

- 1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Declaration; or
 - (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Ninety Days (90) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

1

Name of Bidder

Form of Bank Guarantee for Performance Security

[On the Non-judicial stamp paper minimum Rs.100.00 INR or as per the Stamp Act of Local State Government]

То:			(Name	e of Purch	naser)				
WHEREAS hereinafter No(Do	called d	"the ated,	Supplier" 20	has 	undertaken, to supply d "the Contract".	in 	(Name of Suppli pursuance	er) of	Contract

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

This guarantee is valid unit theday of......20.....

Signature and Seal of Guarantors

.....

Date.....20......

.....

SECTION -IX

CONTRACT FORM

(Proforma of Agreement to be signed in ₹100.00 Non judicial stamp paper between Uttarakhand Livestock Development Board and the successful bidder)

THIS AGREEMENT made theday of, 20.... Between (Name of purchaser) of (Country of Purchaser) (hereinafter "the Purchaser") of the one part and "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITHESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the 1. Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the BOQ submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - the Technical Specifications; (c)
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the 4. remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed

on behalf of one part	On behalf of other part
2.	2.
in the presence of 1.	1.
	Supplier (other part)
For and on behalf of Purchaser (one part)	Supplier (other part)

SECTION X

PERFORMANCE STATEMENT Proforma for Performance Statement

Bid Identification No.: 1995/ULDB/RGM-COE/ICB/2020-21 Dated: 20th October 2020 Date of opening of Technical Bid...... Time of Opening

Name of the Firm

Order placed by	Order No. and	Description and	Value of order	Date of completion of delivery		Remarks indicating	Has the equipment/
(full address of	date	quantity of order		As per contract	Actual	reasons for late	Services been satisfactorily
Purchaser)						delivery, if any	functioning? (Attach a
							certificate from the
							Purchaser/Consignee)

Signature and seal of the Bidder

SECTION - XI

PRODUCERS' AUTHORIZATION FORM

Letter No..... dated

To,

[insert complete name & address of Purchaser]

.....

Dear Sir:

WHEREAS

We [insert complete name of Producer], who are official producers of [insert type of embryos produced], having farms at [insert full address of Producer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Embryos, produced by us [insert name and or brief description of the embryos], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee to make available pure Gir bred *in vitro* produced Embryos in accordance with technical specifications and provide documents/ certificates as required in fulfillments of obligations under the present bid in respect of frozen *in vitro* produced Embryos of Gir breed offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Producer]

Name: [insert complete name(s) of authorized representative(s) of the Producer]

Title: [insert title]

Dated on ______ day of ______, _____[insert date of signing]

Note: This letter of authority should be on the letterhead of the Producer and should be signed by a person competent and having the power of attorney to legally bind the Producer. It should be included by the Bidder in its bid.

SECTION XII DEVIATION STATEMENT FORMS

TECHNICAL DEVIATION STATEMENT FORM PART A

1. The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE

DEVIATION

REMARKS (Including justification)

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the Bidder

NOTE:

Where there is no deviation, the statement should be duly signed with an endorsement indicating "NO DEVIATIONS"

BIDDING TERMS DEVIATION STATEMENT FORM PART-B

2. The following are the particulars of deviations from the requirements of the bidding conditions / terms: CLAUSE DEVIATION REMARKS

(Including justification)

Dated:

Signature and seal of the Bidder

NOTE:

Where there is no deviation, the statement should be duly signed with an endorsement indicating "NO DEVIATIONS"

SECTION XIII CHECKLIST FOR TECHNICAL BID SUBMISSION

S. No.	Particulars	Document Submitted (Yes/No)	Page No. of Technical Bid
1	Cost of Bid Document (if required)		
2	Bid Security		
3	Declaration		
4	Bidding Document completed in all respects, duly signed and sealed?		
5	Bidder Profile along with Proof of PAN; GSTIN or other relevant document as applicable for bidder		
6	Producers Authorization Letter		
7	Audited Balance Sheet of last 03 Years		
8	Net Worth Statement of last 03 Years issued by Auditor		
9	Profit and Loss Statement of last 03 Years issued by Auditor		
10	Experience of last 03 Years with Order and Compliance Statement		
11	Deviation Statement		
12	Technical Details of the items conforming to the bid along with other relevant documents		
13	Detailed documentary proof of donors and frozen semen straws used for producing In Vitro Frozen Embryos of Gir (Schedule No. One)		
14	Detailed documentary proof of Pedigree and Progeny of Donor Bulls for Frozen Semen Straws of Gir and Red Sindhi (Schedule No. Two, Three and Four)		