



## Uttarakhand Livestock Development Board

Pashudhan Bhawan, Ist Floor, Mothrowala Road,

P.O. Mothrowala, Dehradun-248001,

Telefax : 0135-2532619

Email: [ceoulldb2019@gmail.com](mailto:ceoulldb2019@gmail.com), Website: [www.uldb.org](http://www.uldb.org)

GSTIN: 05AABFU8674M1ZK

### E-PROCUREMENT NOTICE

#### INVITATION FOR BID IN TWO BID SYSTEM (TECHNICAL BID AND FINANCIAL BID) FOR PROCUREMENT OF FLOW CYTOMETER FOR BOVINE SEMEN ANALYSIS FOR DEEP FROZEN SEMEN PRODUCTION CENTRE RISHIKESH

<b>Bid Reference No.</b>	:	<b>2313/ULDB/PROC. /2022-23 Dated : 11<sup>th</sup> November 2022</b>
<b>Price of bidding document (non refundable)</b>	:	<b>4720.00 (Inclusive of GST)</b>
<b>Date of Release of Invitation for Bids in <a href="https://uktenders.gov.in">https://uktenders.gov.in</a></b>	:	<b>12<sup>th</sup> November 2022</b>
<b>Availability of Bid Document and Mode of Submission</b>	:	The bid document is available online on <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> . 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 <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> 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.
<b>Last date and time for Receipt of Bids in <a href="https://uktenders.gov.in">https://uktenders.gov.in</a></b>	:	<b>29<sup>th</sup> November 2022 up to 11.00 AM</b>
<b>Time and date of Opening of Technical Bids</b>	:	<b>29<sup>th</sup> November 2022 at 11.30 AM</b>
<b>Time and date of Opening of Financial Bids of Technically qualified bidders</b>	:	Will be intimated through <a href="https://uktenders.gov.in">https://uktenders.gov.in</a>
<b>Place of Opening of Bids</b>	:	Uttarakhand Livestock Development Board, Pashudhan Bhawan, Ist Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India
<b>Address of Communication</b>	:	Same as above

The cost of bid document to be submitted in the form of Demand Draft or Bankers Cheque of any Nationalized/ Scheduled Bank. The Demand Draft or Bankers Cheque will be made in favor of "Uttarakhand Livestock Development Board" payable at "Dehradun, Uttarakhand".

**Chief Executive Officer,**  
Uttarakhand Livestock Development Board



## Uttarakhand Livestock Development Board

Pashudhan Bhawan, 1st Floor,

P.O. Mothrowala, Dehradun-248001, Uttarakhand, India

[TIN: 05001011250]

Telefax : 0135-2532619

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### **SECTION 1 : INVITATION FOR BID**

1. The Uttarakhand Livestock Development Board is State Implementing Agency for implementation of Rashtriya Gokul Mission (RGM) 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.
2. The Chief Executive Officer, Uttarakhand Livestock Development Board is inviting from all eligible bidders for the supply of following goods:

Item No.	Brief Description of Item	Qty.
1	Flow Cytometer For Bovine Semen Analysis	01

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

- i. Proof of Cost of Bid Document (Original Cost of Bid Document for the amount as specified in bid document must reach to Uttarakhand Livestock Development Board, Pashudhan Bhawan, 1st Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India on or before the date & time as stipulated in bid document). **Bidders are required to submit Price of bidding document in accordance to the Item for which the bid is quoted, failing which bid submitted will be treated as Non-responsive.**
- ii. Proof of Bid Security (Original Cost of Bid Security for the amount as specified in bid document must reach to Uttarakhand Livestock Development Board, Pashudhan Bhawan, 1st Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India on or before the date & time as stipulated in bid document).
- iii. Proof of Declaration (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 must reach to Uttarakhand Livestock Development Board, Pashudhan Bhawan, 1st Floor, P.O. Mothrowala, Dehradun- 248001, Uttarakhand, India on or before the date & time as stipulated in bid document).
- iv. Bidder's Profile along with proof of certification having details of registration; PAN No; GSTIN No. etc.
- v. Latest GST Return Filing Statement
- vi. Summary of Latest Audited Balance Sheet.
- vii. Documentary proof of BIS &/or ISO certification or any other relevant document.
- viii. Technical Details of the items conforming to the bid along with Catalogue, Brochures etc..
- ix. Experience of the bidder conforming to the qualification criteria as specified in Section VI A of bid document & any other relevant documents establishing bidders eligibility & qualification.

### **4. FINANCIAL BID:**

**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. 13, 15 and 17.**

**(BIDDERS ARE REQUIRED TO QUOTE UNIT RATE AT COLUMN NO. 13, 15 and 17)**

**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. Technical Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time.
6. The Financial Bids of only Technically Qualified Bidders will be opened in the stipulated date & time. The list of Technically Qualified Bidders and date of opening of financial bids of technically qualified bidders will be intimated on <https://uktenders.gov.in>.
7. 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.

**Chief Executive Officer**  
Uttarakhand Livestock Development Board

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**INSTRUCTIONS TO BIDDERS (ITB)**

**A. INTRODUCTION**

**1. Source of Funds:**

- 1.1 The Uttarakhand Livestock Development Board (ULDB) is State Implementing Agency for implementation of Rashtriya Gokul Mission (RGM) in Uttarakhand State. The 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 Flow Cytometer For Bovine Semen Analysis . The total estimated cost of the bid is approximately ₹ 80.00 Lakh for which this Invitation for Bids is issued.

**2. Eligible Bidders:**

- 2.1 The Invitation for Bids is open for all eligible bidders.
- 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 bidding 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) Qualification Criteria
  - (g) Declaration;
  - (h) Bid Security Form;
  - (i) Contract Form;
  - (j) Performance Security Form;
  - (k) Performance Statement Form;
  - (l) Manufacturer's Authorization Form;
  - (m) Equipment and Quality Control;
  - (n) 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 before the dead line of the submission of bid document.

**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, sample where ever 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 Indian Rupees only.

- 12.2 Rates quoted shall be in figures only.

**13. Bid security:**

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

Item No.	Brief Description of Item	*Bid Security (INR)
1	Flow Cytometer For Bovine Semen Analysis	160000.00

**\* Bidders are required to furnish the Bid Security in accordance to the above details failing which bid submitted will be treated as Non-responsive.**

- 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;
- (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 for which bid is submitted, 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 Schedules 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 90 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.
- 14.4 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 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 bid will be selected for award of contract.

**D. SUBMISSION OF BIDS****16. Submission of Bids:**

- 16.1 The Cost of bid document, Bid Security, Declaration and Sample of offered Item where ever required 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. The envelope must be superscribed with "Bid for the Supply of Item mentioned in Schedule No. .... Part ..... of IFB No. .... If the bidders or their agents in India do not propose to send the Cost of bid document, Bid Security and Declaration 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, Bid Security, Declaration and Sample of offered Item where ever required will be rejected.

- 16.6 Technical Bid and Financial Bid (BOQ) must be submitted online on <https://uktenders.gov.in> and 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, Bid Security, Declaration and Sample of offered Item where ever required 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 up to 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. 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, Bid security, Declaration and Sample of offered Item where ever required 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 the 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 will 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 on the basis of documents submitted in Technical Bids and other requirements establishing bidders eligibility & qualification. The list of Technically Qualified Bidders and date of opening of financial bids of technically qualified bidders will be intimated on <https://uktenders.gov.in>. The decision of the committee on technical suitability of bids shall be final and shall not be open for discussion.

Apart from the above mentioned criteria Sample (if any) of offered Item shall be evaluated by the committee including Quality Control Officer of Deep Frozen Semen Production Center. The samples shall be considered as Qualified or Non-qualified. The Financial bid of the bidder whose sample is not considered Qualified shall not be opened. The decision of the committee on technical suitability of sample shall be final and shall not be open for **discussion**.

22.2 **Evaluation of Financial bids: Financial Bid shall be evaluated on Each Part of Schedule basis.**

- All the taxes and other levies indicated in the Financial Bid will be taken for the Financial Bid evaluation.
- Bid should be evaluated separately on Part of Schedule basis.
- In case of Discrepancy in quoted GST the bid should be evaluated on Unit Rate basis including all incidentals but excluding GST.
- The Bidder quoting the lowest price (L1) including all incidentals, taxes etc. 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 its 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)**  
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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.
- (l) "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: NA**

**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 within 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.

**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 impeding 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.
- © 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):**

All countries and territories eligible & approved by Government of India.

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:

Item No.	Brief Description of Item	Performance Security
1	Flow Cytometer For Bovine Semen Analysis	6% 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):**

NA

5. **Packing (GCC Clause 9):**

Add as Clause 9.3 of the GCC the following:

**Packing Instructions:** 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 supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Duplicate Copies of the Supplier invoice showing contract/ order number, goods' description, quantity, unit price, total amount;  
 (ii) Railway/ Airway receipt/acknowledgment of receipt of goods from the consignee(s);  
 (iii) Duplicate Copies of packing list identifying the contents of each package;  
 (iv) Insurance Certificate;  
 (v) Manufacturer's/Supplier's warranty certificate; Certificate narrating that Semen and embryos supplied are as per the Guideline laid down by Government of India and the embryos are meeting the IETS Manual (4<sup>th</sup> Edition) standard  
 (vi) Certificate of Origin;

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.

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 in accordance to the period as specified in technical specification and warranty period shall start from the 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.

(i) *Advance Payment:* NA

**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 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-248011, 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



**SECTION V : 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 place.
3. The delivery schedule will start from the date of placement of order.

<b>Item No.</b>	<b>Brief Description of Item</b>	<b>Qty.</b>	<b>Delivery schedule</b>
1	Flow Cytometer For Bovine Semen Analysis	01 No.	Two month from the date of Order

Address of Consignee:

1. Additional Manager, Lab, Deep Frozen Semen Production Center, Shyampur, Rishikesh, Dehradun, Uttarakhand, India.

## SECTION VI : TECHNICAL SPECIFICATIONS

### **Notes for Preparing the Technical Specifications**

In the specifications of standards for equipment, materials, and workmanship, recognized national & international standards are used. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable.

#### **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.

Reference to brand name and catalogue number is avoided as far as possible; where unavoidable they should be followed by the words " or at least equivalent".

Where appropriate, drawings including site plans as required may be furnished by the Purchaser with the bidding documents. Similarly the Supplier may be requested to provide drawings with its bid for prior review by the Purchaser during contract execution.

#### **SPECIFICATIONS FOR FLOW CYTOMETER FOR BOVINE SEMEN ANALYSIS**

Quantity :-01 (One)

The Flow Cytometer For Bovine Semen Analysis with dedicated software for analysis of bovine semen. Capability of performing following diagnostics tests with ready to use kits for these diagnostic tests:

1. Viability or Concentration
2. Mitochondrial activity
3. Oxidation Molecule
4. Viability and acrosome integrity
5. Bacterial concentration (results within 20-30 mins)

The Flow Cytometer For Bovine Semen Analysis should have following technical specifications:

#### **Software Functionality**

Instrument Quality control	Software for evaluation and tracking of instrument performance
Instrument cleaning	Quick Clean and Shutdown automated cleaning functions
Multicolor Detection Assays	Red, green, yellow detection channels
Semen analysis software	Dedicated software for bovine semen sample analysis with pre-defined settings per species and assays.
Data editing, calculation and reporting	Special software for editing, calculation and report presentations

#### **Optics**

Laser	Singal laser operated
Sample testing arrange	Mini from 2,000 to 100,000 cells per test, depending upon the test

#### **Labware Compatibility**

Microcentrifuge tubes 0.5 mL and 1.5 mL

### **Performance**

Counting accuracy  $\pm 5\%$

Counting precision  $\leq 10\%$  CVs

### **Additional features**

Capillary technology The capillary should be able to measure each spermatozoa and no need for alignment nor focusing to do different test.

Portable: The unit's compact size allows easy transport from one site to another.

Safe: The machine does not need to run in continuous mode.  
Tests should be performed in a sealed environment inside the machine, in the dark.  
The capillary should be automatically cleaned and dried between each analysis.

### **Operating Environment**

Temperature 60–95°F (16–35°C)

Humidity 10%–90% relative non-condensing

Power 100–240 VAC, 50/60 Hz, 1 amp maximum current

Machine should be supplied with ready to use kits (for said applications).

The supplier should provide all consumables required for estimation of approximately 500 samples for all the diagnostic tests.

In case of items with expiry dates, the consumables should have an expiry of at least two years from the date of supply. Alternatively, samples can be supplied as per demand, for at least 500 sample estimations.

The Equipment must be quoted with two year warranty including onsite training & installation.

The concern should have experience of installing successfully at least five (05) same system at animal semen analysis application labs in India.

The supplier/manufacturer should have their office and service center in India to provide after sales services and all relevant details should be provided in tender.

**Warranty** : Twenty Four Months from Date Of Supply.

#### **Address of Consignee:**

1. Addl. Manager (Lab), Deep Frozen Semen Production Center, Shyampur, P.O. Gumaniwala, Rishikesh, District-Dehradun, Uttarakhand.

**Quote for only one model in accordance to the specification desired, technical bid with multiple options shall be summarily rejected**

**SECTION VI-A : QUALIFICATION CRITERIA****FLOW CYTOMETER FOR BOVINE SEMEN ANALYSIS:**

The concern should have experience of installing successfully at least five (05) same system at animal semen analysis application labs in India.

The supplier/manufacturer should have their office and service center in India to provide after sales services and all relevant details should be provided in tender.. The Supplier should have proven service support history and for same past record and present setup should be provided in Technical Bid. The satisfactory working report from the user also to be submitted in Technical Bid. The bidders are required to submit necessary documents in support of having the aforementioned requirement and experience including all other documents (as per checklist) in the Technical Bid.

**SECTION VII****DECLARATION****(To Be submitted in Original in ₹ 100.00 Non judicial stamp paper)**

Date: .....

**Bid Reference No.: 2313/ULDB/PROC. /2022-23 Dated : 11<sup>th</sup> November 2022**

To:

Chief Executive Officer  
 Uttarakhand Livestock Development Board  
 Pashudhan Bhawan, Ist Floor,  
 P.O. Mothrowala,  
 Dehardun – 248001, Uttarakhand, India

Sir,

I Having examined the Bidding Document Bid Reference No.: 2313/ULDB/PROC. /2022-23 Dated : 11<sup>th</sup> November 2022 including Addenda Nos. ....[insert numbers], the receipt of which is hereby duly acknowledged, we the undersigned, will abide all the terms and conditions as specified in the bidding document and offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding document.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the bidding document.

If our bid is accepted, we will submit DD/ FDR/ Banker's Cheque / Bank Guarantee/ Pay Order of a bank in a sum equivalent to ..... percent of the total Contract Price for the due performance of the Contract, in the form as prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in ITB Clause 14 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 notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

We clarify/confirm that we comply with the eligibility requirements as per the bidding document.

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 &amp; Seal of Signing Authority .....

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of .....

**SECTION – VIII****BID SECURITY FORM**

(Proforma of Bid Security to be submitted in ₹ 100.00 Non judicial stamp paper)

Where .....<sup>1</sup>(hereinafter called "the Bidder") has submitted its bid dated ..... (date of submission of bid) for the supply of ..... (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of .....20.....

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

**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 the .....day of....., 20.... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter "the Purchaser") of the one part and .....(*Name of Supplier*) of .....(*City and Country of Supplier*) (hereinafter called "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 WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the 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 Purchaser's Notification of Award;
  - (b) the Schedule of Requirement;
  - (c) the Technical Specification;
  - (d) the General Conditions of Contract and
  - (e) the Special Conditions of Contract
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.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the 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**For and on behalf of Purchaser (one part)Supplier (other part)**in the presence of**

1.

1.

2.

2.

**on behalf of one part****On behalf of other part**

**SECTION – X**

**PERFORMANCE SECURITY FORM FOR BANK GUARANTEE**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier)  
hereinafter called "the Supplier" has undertaken, in pursuance of Contract  
No.....dated,.....20..... to supply .....  
.....(Description of Goods and Services) hereinafter called "the 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:  
**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total  
of.....(Amount of the Guarantee in Words and Figures) and we undertake to  
pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or  
argument, any sum or sums within the limit of .....(Amount of Guarantee) as aforesaid, without your  
needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid unit the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....

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

Address: .....

.....  
.....



**SECTION XI**

**PERFORMANCE STATEMENT**

**Proforma for Performance Statement (for a period of last two to three year)**

**Bid Reference No.:** 2313/ULDB/PROC. /2022-23    **Dated :** 11<sup>th</sup> November 2022    **Date of opening of Technical Bid .....** **Time of Opening .....**

**Name of the Firm .....**

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

**Signature and seal of the Bidder**

**SECTION – XII**

**MANUFACTURERS' AUTHORIZATION FORM**

Letter No..... dated .....

To

.....  
.....  
.....

Dear Sir:

**Bid Reference No.: 2313/ULDB/PROC. /2022-23 Dated : 11<sup>th</sup> November 2022**

We ..... who are established and reputable manufacturers/ producers of ..... (*name and description of goods offered*) having factories at ..... (*address of factory*) do hereby authorize M/s. .... (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured/ produced by us against the above IFB.

No company or firm or individual other than M/s. .... are authorized to bid, and conclude the contract for the above goods manufactured/ produced by us, against this specific IFB.

We hereby extend our full guarantee and warranty as Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Signature)  
(Name of manufacturers)

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

## SECTION XIII

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER/  
PRODUCER****Bid Reference No.: -2313/ULDB/PROC. /2022-23 Dated : 11<sup>th</sup> November 2022**

Date of Opening.....

Name of Bidder: .....

(Note: All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the manufacturer
2. (a) Telephone & Fax No  
(b) Telex No. Office/Factory/Works  
(c) Telegraphic address: Office/Factory/Works
3. Location of the manufacturing/ production factory
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
  - 8.1 Normal
  - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff
  - 10.1 Details of technical supervisory staff in charge of production & quality control.
  - 10.2 Skilled labour employed
  - 10.3 Unskilled labour employed
  - 10.4 Maximum No. of workers (skilled & unskilled ) employed on any day during the 18 months preceding the date of Tender.
11. Whether goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi, India?  
If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

(Signature)  
(Name of manufacturers/ producer)

## SECTION XIV

## CHECKLIST FOR TECHNICAL BID SUBMISSION

S. No.	Particulars	Scanned Copy of Document Attached (Yes/No)
1	Proof of Cost of Bid Document	
2	Proof of Bid Security	
3	Proof of Declaration	
4	Bidder's Profile along with proof of certification having details of registration; PAN No; GSTIN No. etc.	
5	Latest GST Return Filing Statement	
6	Summary of Latest Audited Balance Sheet	
7	Documentary proof of BIS &/or ISO certification or any other relevant document	
8	Technical Details of the items conforming to the bid along with Catalogues/ Brochures etc.	
9	Sample where ever required	
10	Experience of the bidder conforming to the qualification criteria as specified in Section VI A of bid document & other relevant documents establishing bidders eligibility & qualification	