



## Uttarakhand Livestock Development Board

Tea Estate, Banjarawala, Near Vidhyut Substation,

P.O. Banjarawala, Dehradun-248001

[TIN: 05001011250]

Telefax : 0135-2532619

Email: ceo\_uldb@rediffmail.com Website: www.uldb.org

### INVITATION FOR BID

#### INVITATION FOR BIDS IN TWO BID SYSTEM FOR THE PROCUREMENT OF IMPORTED PROGENY TESTED BOVINE FROZEN SEMEN & IMPORTED BOVINE FROZEN EMBRYO

<b>Bid Reference</b>	:	2687 /ULDB/Import/01/117.1/2011-12 Dated 27 <sup>th</sup> September 2011
<b>Price of bidding document (non refundable) inclusive VAT</b>	:	₹11350.00 for Schedule No. One; ₹5675.00 for Schedule No. Two; ₹1135.00 for Schedule No. Three; ₹1135.00 for Schedule No. Four; ₹1135.00 for Schedule No. Five; ₹5675.00 for Schedule No. Six; ₹11350.00 for Schedule No. Seven & ₹1135.00 for Schedule No. Eight
<b>Postal charges, if bidding document will be sent by post</b>	:	₹100.00
<b>Last date for Sale of Bidding Document</b>	:	04.11.2011
<b>Last date and time for Receipt of Bids</b>	:	05.11.2011 up to 2.00 p.m.
<b>Time and date of Opening of Technical Bids</b>	:	05.11.2011 at 2.30 p.m.
<b>Time and date of Opening of Financial Bids of Technically qualified bidders</b>	:	The ULDB will intimate the date of Financial Bid Opening to the Technically Qualified Bidders
<b>Place of Opening of Bids</b>	:	Uttarakhand Livestock Development Board, Tea Estate, Banjarawala, Near Vidhyut Substation, P.O. Banjarawala, Dehradun (Uttarakhand)
<b>Address of Communication</b>	:	Same as above

Complete set of bidding document can be purchased by any interested eligible bidder on the submission of a written application to the office of ULDB and upon payment of Price of Bidding Document in the form of **Bank Draft** favoring “**Uttarakhand Livestock Development Board**” payable at “**Dehradun**”.

The bidder who has downloaded bidding document from www.uldb.org should attach cost of bid document in the form of **Demand Draft** favoring “**Uttarakhand Livestock Development Board**” payable at **Dehradun, Uttarakhand, India**.

*This Bidding document is issued to,*

*M/s.....*

*on.....*

**Chief Executive Officer  
Uttarakhand Livestock Development Board**

**Signature of Bidder**



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### SECTION 1 : INVITATION FOR BID

1. The Uttarakhand Livestock Development Board has been nominated by Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India as Nodal Agency for the Procurement of Imported Bovine Embryos & Semen for the States participating under National Project for Cattle & Buffalo Breeding (NPCBB). The Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India has sanctioned budget under NPCBB for the imported bovine embryos & semen. In light of this the ULDB is inviting bids in two parts from the eligible bidders for the imported bovine embryos & semen for ULDB and other States, who has submitted the demand to ULDB for their demand of imported bovine embryos & semen.
2. The Chief Executive Officer, ULDB now invites sealed bids from eligible bidders for the supply of the following goods:

Schedule No.	Brief Description of Item	Qty.*	For
One	Imported Progeny tested Bovine Frozen Semen Straw of Holstein Frisian (HF)	171800	[ Andhra Pradesh: 8000; Karnataka: 150000; Madhya Pradesh: 2000; Maharashtra: 5000; Tamil Nadu: 800; West Bengal: 1000; & Uttarakhand: 5000]
Two	Imported Progeny tested Bovine Frozen Semen Straw of Jersey	59168	[ Andhra Pradesh: 7000; Karnataka: 37878; Madhya Pradesh: 3000; Maharashtra: 4090; Orissa: 2000; Tamil Nadu: 1200; West Bengal: 1000 & Uttarakhand: 3000]
Three	Imported Progeny tested Bovine Frozen Semen Straw of Gir	1000	West Bengal: 1000
Four	Imported Progeny tested Bovine Frozen Semen Straw of Sahiwal	1200	West Bengal: 1000 & Uttarakhand: 200
Five	Imported Progeny tested Bovine Frozen Semen Straw of Red Sindhi	2000	Uttarakhand: 2000
Six	Imported In vivo Frozen Embryos of Holstein Frisian (HF)	655	[ Himachal Pradesh: 100; Madhya Pradesh: 400; Tamil Nadu: 80; & Uttarakhand: 75]
Seven	Imported In vivo Frozen Embryos of Jersey	995	[ Himachal Pradesh: 200; Madhya Pradesh: 600; Tamil Nadu: 120 & Uttarakhand: 75]
Eight	Imported In vivo Frozen Embryos of Sahiwal	25	[Uttarakhand: 25]

\*The quantity of Imported Progeny tested Bovine Frozen Semen and Frozen Embryos will be increased or decreased depending on receipt of funds by ULDB from other States

Signature of Bidder

3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the Chief Executive Officer, Uttarakhand Livestock Development Board, Tea Estate, Banjarawala, Near Vidhyut Substation, P.O. Banjarawala, Dehradun, Uttarakhand (India).
4. A complete set of bidding documents can be purchased from the office of Chief Executive Officer, Uttarakhand Livestock Development Board during office hours from 11.00 AM to 04.00 PM, on all working days either in person or by post. on the submission of a written application and upon payment of a non-refundable cost of bid document **as indicated below** in the form of a Demand Draft in favour of Uttarakhand Livestock Development Board, payable at Dehradun.
5. The bidding document may be downloaded from the ULDB website [www.uldb.org](http://www.uldb.org). Downloaded bid document will be submitted along with the cost of bid document (non-refundable) in the form of Demand Draft in favour of Uttarakhand Livestock Development Board, payable at Dehradun.
6. Bids should be submitted in two sealed covers one superscribed "Technical Bid" and other "Financial Bid". Both covers shall be put in another sealed cover superscribing all the envelopes with "Bid for the Supply of Items mentioned in Schedule No. .... of IFB No. ...., Name & Address of Bidder, Opening Date & Time".
7. **TECHNICAL BID: should contain following documents in given order:**
  - i. Cost of Bid Document
  - ii. Bid Security
  - iii. Technical Details of the items conforming to the bid along with literatures & documents
  - iv. Documentary proof of BIS / ISO 9001:2000/ ISO 9001 : 2008 certification
  - v. Delivery Schedule
  - vi. Bidder's Profile along with proof of certification having details of registration, details of proprietor etc.
  - vii. Audited Balance Sheet for last 3 years
  - viii. Experience of the bidder conforming to the qualification criteria as stipulated in Section VI A of bid document & other relevant documents establishing bidders eligibility & qualification
  - ix. Documentary Proof of PAN No. & TIN No.
8. **FINANCIAL BID: should contain:**
  - i. Bid Form & cost of the goods/ services offered
9. Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time.
10. The Financial Bids of Technically Qualified Bidders will be opened by ULDB. The ULDB will intimate the time & date of opening of Financial Bids to all Technically Qualified Bidders.
11. 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**

Signature of Bidder

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## A. INTRODUCTION

### **1. Source of Funds:**

1.1 The Uttarakhand Livestock Development Board has been nominated by Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India as Nodal Agency for the Procurement of Imported Bovine Embryos & Semen for the States participating under National Project for Cattle & Buffalo Breeding (NPCBB). The Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India has sanctioned budget under NPCBB for the imported bovine embryos & semen. In light of this the ULDB is inviting bids in two parts from the eligible bidders for the imported bovine embryos & semen for ULDB and other States, who has approached ULDB for their demand of imported bovine embryos & semen.

### **2. Eligible Bidders:**

2.1 The Invitation for Bids is open for all eligible bidders from Government of India approved countries.

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 to 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 is 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, ULDB, 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) Bid Form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form;
- (l) Equipment and Quality Control Form.

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.

**Signature of Bidder**

**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, Tea Estate, Banjarawala, Near Vidhyut Substation, P.O. Banjarawala, 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 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax or by website www.uldb.org which will be binding on them.

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 all the documents & bid security as stipulated in bid document.

**B] FINANCIAL BID:** shall comprise the following components:

(a) Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12

**10. Bid Form:**

10.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

**11. Bid Prices:**

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirements of goods and services specified under each schedule or part of schedule on a single responsibility basis failing which such bids may not be taken into account for evaluation and may not be considered for award.

11.2 Prices indicated on the Price Schedule shall be entered on FOR basis in the following manner;

(i) the price of the goods quoted shall be on FOR basis, including all customs duties and sales and other taxes already paid or payable.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, and

(iv) the price of other (incidental) services listed in Clause 8 of the Special Conditions of Contract.

11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

**11.4 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 or in US Dollars.

12.2 Rates quoted shall be in figures as well as in words.

12.3 To facilitate comparison of bids, all prices will be converted into Indian Rupee. 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

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similar transactions on the day of opening of Financial Bids. The same value will hold good for making payments to the successful bidder if such successful bidder happens to quote in US Dollars.

- 12.4 The price of the frozen semen and in vivo bovine embryos purchased will be paid in the Currency in which the price has been stated in the successful bid. Expenditure within India shall be paid in Indian Rupee.

**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	Imported Progeny tested Frozen Semen Straw of Holstein Frisian (HF)	₹550000.00
Two	Imported Progeny tested Frozen Semen Straw of Jersey	₹230000.00
Three	Imported Progeny tested Frozen Semen Straw of Gir	₹20000.00
Four	Imported Progeny tested Frozen Semen of Sahiwal	₹25000.00
Five	Imported Progeny tested Frozen Semen Straw of Red Sindhi	₹30000.00
Six	Imported In-vivo produced Frozen Embryos of Holstein Frisian (HF)	₹330000.00
Seven	Imported In-vivo produced Frozen Embryos of Jersey	₹750000.00
Eight	Imported In-vivo produced Frozen Embryos of Sahiwal	₹20000.00

- 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 :

- 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;
- 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;
- be payable promptly upon written demand by the purchaser in case any of the conditions listed in ITB Clause 13.8 are invoked;
- be submitted in its original form; copies will not be accepted; and
- 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:

- if a Bidder (i) withdraws its bids during the period of bid validity specified in the bid documents; or
- in case of a successful Bidder, if the Bidder fails:
  - to sign the Contract in accordance with ITB Clause 29; or
  - 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

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- 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 and Signing of Bid:**
- 15.1 For Each Schedule the Bidder shall prepare two copies of the Technical Bid in one cover & two copies of Financial Bid in one cover. Each copy of the Technical Bid (Original and Duplicate and identified accordingly) should be put in separate covers and sealed. The cover should be super scribed as "TECHNICAL BID". Each copy should also be marked as "ORIGINAL" and "DUPLICATE" as the case may be. Both the copies should then be put in a single cover and sealed. This sealed cover should be super scribed as "TECHNICAL BID". The tender marked "ORIGINAL" shall alone be considered for the purpose of evaluation. Please note that prices should not be indicated in the technical bid. Tenders submitted without following the two bid system procedure will be summarily rejected.
- 15.2 Financial bids should be submitted separately for each of the item indicated in the schedule in separate sealed covers in duplicate. Each copy of the Financial Bid should be put in a separate sealed cover super scribing the wordings, "FINANCIAL BID". Each copy should also be marked as "ORIGINAL" and "DUPLICATE". Both the copies should be put in a single sealed cover super scribing the wordings "FINANCIAL BID" Specifying the Schedule for which the rates are quoted for. The bid marked "ORIGINAL" shall alone be considered for the purpose of evaluation. However if the amount of any item put to tender is at variance between the Original and Duplicate, the lowest will be considered for evaluation.
- 15.3 Both the Technical and Financial bid cover prepared as above are to be kept in a single sealed cover super scribed with Tender reference and the item quoted for. The outer cover should also indicate clearly the name and address of the bidder and bear the address of the Uttarakhand Livestock Development Board. Only one complete bid (in Duplicate) should be kept in a cover. In case more than one bid is kept in the cover all tenders so kept shall be liable to be ignored.
- 15.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The authorization letter shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 15.5 Any interlineations, erasures or overwriting shall be valid only if they are initialized by the persons or persons signing the bid.
- 15.6 The Bidder shall furnish information as described in the Bid Form on commissions of gratuities, if any, paid or to be paid to agents relating to this Bid, and to contact execution if the Bidder is awarded the contract.
- 15.7 The bidder should submit the entire documents (Technical Bid & Finance Bid) with all the pages of document duly signed.

#### **D. SUBMISSION OF BIDS**

- 16. Sealing and Marking of Bids:**
- 16.1 The bids shall be sent by Registered Post with acknowledgement due/ courier so as to reach the Uttarakhand Livestock Development Board, Tea Estate Banjarawala, Near Electric Substation, P.O. Banjarawala, Dehradun- 248001, Uttarakhand, India not later than the stipulated time. If the bidders or their agents in India do not propose to send the bids by Registered Post and if they wish to hand over the bids personally they may do so by personally handing over the tender to the Uttarakhand Livestock Development Board, Tea Estate, Near Electric Substation, P.O. Banjarawala, 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,  
Tea Estate, Banjarawala, Near Vidhyut Substation, P.O. Banjarawala, Dehradun (Uttarakhand)
- 16.3 All envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened.

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- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.1; 16.2 & 16.3, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 16.5 Telex, cable or facsimile bids will be rejected.
- 17. Deadline for Submission of Bids:**
- 17.1 Bids 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 of Bids being declared a holiday for the Purchaser, the Bids 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 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 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 Bid Form. 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 all bids marked as **Technical Bids**, in the presence of Bidder's representatives who choose to attend, at stipulated date & time on the following location:
- Office of the Chief Executive Officer,  
Uttarakhand Livestock Development Board, Tea Estate, Banjarawala, Near Vidhyut  
Substation, P.O. Banjarawala, Dehradun, Uttarakhand

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 Bidders whose bids are found technically suitable, only will be opened (the date of opening of Financial bids will be communicated to the technically successful bidders). 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, bid prices, discounts, 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. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- 20.3 Bids (and modifications sent pursuant to ITB Clause 19) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 20.4 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:** The technical bids found without cost of bid document (in case of downloaded bids) & bid security as stipulated in the bid document shall be straight way rejected, without specifying any reason. Further Technical Bid shall be evaluated by the Committee for different parameters & based on evaluation the board 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 separately.**
- All the taxes and other levies indicated in the Financial Bid will be taken for the Financial Bid evaluation.

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- 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 2008 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 upto 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 in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 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 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 CPMU 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

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- (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,

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**SECTION III : GENERAL CONDITIONS OF CONTRACT**  
**TABLE OF CLAUSES**

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**GENERAL CONDITIONS OF CONTRACT**

**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 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) "Central Project Management Unit-CPMU" 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.

**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.

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- 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 or Bankers Cheque 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:** Deleted
- 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:**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 14. Spare Parts**  
Deleted.
- 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.

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- 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.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 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.
- 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.

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- 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.

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- 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, license fees, octroi & other requirements etc., incurred until delivery of the contracted Goods to the Purchaser.

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**SECTION IV : SPECIAL CONDITIONS OF CONTRACT****TABLE OF CLAUSES**

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**SPECIAL CONDITIONS OF CONTRACT**

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 to perform Works and Services in 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:

S. No.	Schedule No.	Performance Security
1	ONE	5% of Net Quoted Price
2	TWO	5% of Net Quoted Price
3	THREE	6% of Net Quoted Price
4	FOUR	6% of Net Quoted Price
5	FIVE	6% of Net Quoted Price
6	SIX	5% of Net Quoted Price
7	SEVEN	5% of Net Quoted Price
8	EIGHT	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):**

Deleted.

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 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) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

(iii) 4 Copies of packing list identifying the contents of each package;

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- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) 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 than covered under Clause 13 of GCC.

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

Add as Clause 14 to the GCC the following:  
Deleted.

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 frozen semen and in vivo bovine embryos purchased will be paid in the Currency in which the price has been stated in the successful bid.

(i) **Advance Payment:** Deleted

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 10% 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,  
Tea Estate, Banjarawala, Near Vidhyut Substation, P.O. Banjarawala, Dehradun n –  
Uttarakhand

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

.....

**Signature of Bidder**

16. **Supplier shall regularly intimate progress of supply, in writing, to the purchaser as under:**
- Quantity offered for inspection and date & Quantity accepted/rejected by inspecting agency and date;
  - Quantity dispatched /delivered to consignees and date;
  - Quantity where incidental services have been satisfactorily completed with date;
  - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
  - Date of completion of entire Contract including incidental services, if any; and
  - Date of receipt of entire payments under the Contract

**Signature of Bidder**

**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 store.
3. The delivery schedule will start from the date of placement of order.

Schedule No.	Brief Description of Item	Qty.*	For
One	Imported Progeny tested Bovine Frozen Semen Straw of Holstein Frisian (HF)	171800	Andhra Pradesh: 8000; Karnataka: 150000; Madhya Pradesh: 2000; Maharashtra: 5000; Tamil Nadu: 800; West Bengal: 1000; & Uttarakhand: 5000
Two	Imported Progeny tested Bovine Frozen Semen Straw of Jersey	59168	Andhra Pradesh: 7000; Karnataka: 37878; Madhya Pradesh: 3000; Maharashtra: 4090; Orissa: 2000; Tamil Nadu: 1200; West Bengal: 1000 & Uttarakhand: 3000
Three	Imported Progeny tested Bovine Frozen Semen Straw of Gir	1000	West Bengal: 1000
Four	Imported Progeny tested Bovine Frozen Semen Straw of Sahiwal	1200	West Bengal: 1000 & <b>Uttarakhand: 200</b>
Five	Imported Progeny tested Bovine Frozen Semen Straw of Red Sindhi	2000	Uttarakhand: 2000
Six	Imported In vivo Frozen Embryos of Holstein Frisian (HF)	655	Himachal Pradesh: 100; Madhya Pradesh: 400; Tamil Nadu: 80; & Uttarakhand: 75
Seven	Imported In vivo Frozen Embryos of Jersey	995	Himachal Pradesh: 200; Madhya Pradesh: 600; Tamil Nadu: 120 & Uttarakhand: 75
Eight	Imported In vivo Frozen Embryos of Sahiwal	25	Uttarakhand: 25

**\*The quantity of Imported Frozen Embryos and Imported Progeny tested Bovine Frozen Semen will be increased or decreased depending on the receipt of funds by ULDB from other States**

**List of Consignee:**

1. For Andhra Pradesh: Andhra Pradesh Livestock Development Agency, D. No.10-2-289/127, Shantinagar, Hyderabad, Andhra Pradesh, India **or as Stipulated by the Board**
2. For Karnataka: Office of Project Director, Karnataka Livestock Development Agency, Animal Husbandry & Veterinary Services, V.V. Mini Tower, Podium Block, Bangalore, Karnataka, India **or as Stipulated by the Agency**
3. For Himachal Pradesh: Himachal Pradesh Livestock Development Board, Boileauganj, Shimla-5, Himachal Pradesh, India **or as Stipulated by the Board**
4. For Madhya Pradesh: M.P. State Livestock & Poultry Development Corporation, Main Road, No.3, Kotara Sultanabad, Bhopal-462003, Madhya Pradesh, India **or as Stipulated by the Corporation**
5. For Maharashtra: Maharashtra Livestock Development Board, Pratishtan Bungalow, Dr. Panjabrao Deshmikh Krishi Vidhyapeeth Campus, Krishinagar, Akola, Maharashtra, India **or as Stipulated by the Board**

**Signature of Bidder**

6. For Orissa: Deputy Director, Frozen Semen Bank, Khapuria, Cuttack-10, Orissa, India/ Orissa Livestock Resources Development Society, OBPI Complex, Siripur, Bhubaneswar, India **or as Stipulated by the Society**
7. For Tamil Nadu: Tamil Nadu Livestock Development Agency, 571, Anna Salai, EEC Buildings, Saidapet Veterinary Hospital Campus, Nandanam (P.O.), Chennai-35, Tamilnadu, India **or as Stipulated by the Agency**
8. For West Bengal: Pashchim Banga Go-Sampad Bikash Sanstha, LB-2, Sector-III, Salt Lake City, Kolkata-700098, West Bengal, India **or as Stipulated by the Sanstha**
9. For Uttarakhand: Deep Frozen semen Production Center, Shyampur, Rishikesh, Dehradun, Uttarakhand, India

**Signature of Bidder**

**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 2011) of Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, 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.

**Signature of Bidder**

### TECHNICAL SPECIFICATIONS

**Guidelines for export /import of bovine germplasm (Revised 2011) enclosed as Annexure A or any amendment thereon will be strictly followed for the Imported Progeny Tested Bovine Frozen Semen and Imported In vivo Bovine Embryo.**

**Technical Specification for Imported Progeny Tested Bovine Frozen Semen [In 0.25ml (Mini) French Straws]:**

- Semen should be from progeny tested sires with positive sire indices/breeding value for volume of milk fat, protein and conception rate.
- Daughters' average standard lactation yield should be above 9000 kg in HF and 6000 kg in Jersey.
- Average milk fat should be above 3.5% or above 315 kg for standard lactation yield in HF and above 4.5% or above 270 kg in Jersey.
- Average protein % or total protein per lactation above average of that breed in that country.
- Average somatic cell count (SCC) below the prescribed limit average of that breed in that country.
- Reliabilities for production characters should be more than 80% for all the breeds.
- Sires should be improver for type characters like udder and feet conformation.
- Bulls should be free from all known genetic disorders including bovine leukocyte adhesion disease (BLAD), deficiency of uridine mono-phosphate synthetase (DUMPS), citrulinemia (deficiency of argino-succinate synthetase) and Factor XI.
- The proposed semen of Red Sindhi, Sahiwal & Gir should be from top 20% population in performance merit of the country; the merit of the imported animals should be higher than those animals available in the country (Average standard lactation yield 4000 kg for Red Sindhi, Sahiwal & Gir with average milk fat above 5.0% for standard lactation yield).

**Requirement for Imported Progeny Tested Bovine Frozen Semen:**

S. No.	State	Quantity of Frozen Semen Straw* (No.)				
		HF	Jersey	Gir	Sahiwal	Red Sindhi
1	Andhra Pradesh	8000	7000	-	-	-
2	Karnataka	150000	37878	-	-	-
3	Madhya Pradesh	2000	3000	-	-	-
4	Maharashtra	5000	4090	-	-	-
5	Orissa	-	2000	-	-	-
6	Tamil Nadu	800	1200	-	-	-
7	West Bengal	1000	1000	1000	1000	-
8	Uttarakhand	5000	3000	-	200	2000
<b>Total</b>		<b>171800</b>	<b>59168</b>	<b>1000</b>	<b>1200</b>	<b>2000</b>

**\*The quantity of Imported Progeny Tested Bovine Frozen Semen will be increased or decreased depending on receipt of funds by ULDB from other States**

Preferably from a minimum of Twenty different bulls of HF; Ten for Jersey; Ten for Gir, Ten for Sahiwal and Two for Red Sindhi.

All Literature, documents pertaining to pedigree; progeny testing; positive sire indices/breeding value for volume of milk fat, protein and conception rate; Daughters' average standard lactation yield; Average milk fat; Average protein % or total protein per lactation; Average somatic cell count (SCC); Sperm Concentration per Straw; Post thaw Progressive Motility; Post Thaw Sperm Concentration per Straw etc. along with other relevant documents must be submitted with the Technical Bid. The literature should be in English. For Red Sindhi, Sahiwal & Gir complete pedigree record of 5 generation/ progeny testing record should be submitted along with the technical bid.

Signature of Bidder

**Technical Specification for Imported In vivo Bovine Embryos:**

- Embryos should be from donor cows with minimum standard 1<sup>st</sup> lactation yield above 11,000 kg in HF and above 7,000 kg in Jersey.
- Average milk fat should be above 3.5% or 385 kg for standard lactation yield in case of HF and above 4.5% or above 315 kg in case of Jersey.
- Average protein % or total protein for standard lactation yield above average of that breed in that country.
- Average somatic cell count (SCC) below the prescribed limit average of that breed in that country.
- Semen of sire used for inseminating donor for embryo production should meet the following specifications:
  - a. Semen should be from progeny tested sires with positive sire indices/breeding value for volume of milk fat, protein and conception rate.
  - b. Daughters' average standard lactation yield should be above 9000 kg in HF and 6000 kg in Jersey
  - c. Average milk fat should be above 3.5% or above 315 kg for standard lactation yield in HF and above 4.5% or above 270 kg in Jersey.
  - d. Average protein % or total protein per lactation should be above average of that breed in that country.
  - e. Average somatic cell count (SCC) should be below the prescribed limit average of that breed in that country.
  - f. Reliabilities for production characters should be more than 80% for both HF and Jersey
  - g. Sires should be improver for type characters like udder and feet conformation.
- Both donor cow and bulls should be free from all known genetic disorders.
- Embryos should be of Excellent (Code 1) grade and should not be manipulated.
- The thawing protocol is to be supplied along with the each embryos and the embryos should be cryopreserved for direct transfer method
- Packing of embryo: Only one embryo should be packed in a straw. The canister, goblets and the straws should be labeled and packed as per the IETS guidelines.
- The proposed embryos of Sahiwal should be from top 20% population in performance merit of the country; the merit of the imported animals should be higher than those animals available in the country (Average standard lactation yield 4000 kg for Sahiwal with average milk fat above 5.0% for standard lactation yield).

**Requirement for Imported In vivo Bovine Embryo:**

S. No.	State	Quantity* of Bovine Embryo (No.)		
		HF	Jersey	Sahiwal
1	Himachal Pradesh	100	200	-
2	Madhya Pradesh	400	600	-
3	Tamil Nadu	80	120	-
4	Uttarakhand	75	75	25
<b>Total</b>		<b>655</b>	<b>995</b>	<b>25</b>

**\*The quantity of Imported In vivo Frozen Embryos may be increased or decreased depending on the receipt of funds by ULDB from other States**

With a donor and sire combination the no. of embryos supplied should not exceed 20.

**All Literature, documents pertaining to all above mentioned parameters must be submitted with the Technical Bid. The literature should be in English. For Sahiwal complete pedigree record of 5 generation should be submitted along with the technical bid.**

**Application for the Embryo export and the Certificate of Embryo freezing and /or Identification of the Embryos as per the IETS should be provided for the embryos to be supplied.**

- The proposed In vivo bovine embryos of Sahiwal should be from top 20% population in performance merit of the country; the merit of the imported animals should be higher than those animals available in the country.

**VETERINARY HEALTH CERTIFICATE:**

- Imported Progeny Tested Bovine Frozen Semen – As per Annexure B
- For In Vivo Bovine Embryo – As per Annexure C

**Signature of Bidder**

### **Guidelines for export /import of bovine germplasm (Revised 2011)**

The import and export of the cattle/ buffalo germplasm is under restricted list and is allowed against the license issued by Directorate General of Foreign Trade, Ministry of Commerce on the recommendation of this Department. Introduction of temperate dairy breeds in the country for crossbreeding indigenous non - descript cattle has been accepted for quite some time now. In pursuance to this, the need has been felt by number of State Governments/ Organisations to import exotic germplasm to produce the quality cross-bred animals. With the extension of the breeding programme and the artificial breeding network, a surge in the demand for the exotic germplasm is also expected. Accordingly, the import of the germplasm must be from the sires, which have been progeny tested and are in active use in the cattle breeding from which such germplasm are being sourced.

There is a definite demand for the germplasm of Indian breeds of cattle and buffalo in South America, South Asia and other countries. Keeping in view our responsibility towards conservation of the rich diversity, it is important to broadly categorize the germplasm of cattle and buffalo meant for breeding purposes and further for the export purposes. Imposing a complete ban on the export of Indigenous germplasm because of conservation concern would actually be counterproductive. Such a ban will only encourage the flow of germplasm through illegal trade and in a country with such huge land border it will be impossible to control such flow through illegal trade. It can be used for the upgradation of the indigenous stock.

Accordingly, it has been felt that some guidelines should be put in place for processing such applications for import and export of germplasm so that unrestricted drainage of the quality germplasm from the country may be controlled. The aim of the preparation of this interim guideline is to streamline the procedure and ensure quicker and more transparent method for processing the applications received for the export/import of the bovine germplasm.

#### **Interim Guidelines for export /import of bovine germplasm**

#### **Guidelines for the Import of bovine germplasm:**

##### **1. Import of bovine germplasm will be permitted for breeding purpose only.**

##### **2. Eligibility of Importers**

2.1. The institutes/organizations capable of keeping and maintaining the performance records of exotic germplasm should only be permitted to import bovine germplasm and these institutions will be evaluated by the Department of Animal Husbandry, Dairying and Fisheries (DADF) for grant of permission.

2.2 No objection certificate from the concerned State Government should be submitted along with the application for imports.

2.3 Complete genetic and production data /information with respect to the germplasm to be imported should be submitted to this Department along with application for imports. The justifications for import and future roadmap for utilization of imported germplasm should be supplied with other documents.

2.4 The import should be based on the standard lactation yield, milk fat, protein, somatic cell count (SCC) and in addition to other milk component character standards. The type evaluation should form the integrated component of selection.

2.5 The feeding schedule of the animals from the importing country should be supplied with other documents.

2.6 The institutes/organization permitted to import bovine germplasm must maintain records to ensure traceability of imported germplasm and must submit post import information from the date of import to the date of disposal in prescribed proforma (Annexure-I to IV) to Department of Animal Husbandry, Dairying and Fisheries and State Governments.

2.7 The guidelines formulated by OIE, Codex Alimentarius and IETS should be strictly adhered to while importing the genetic material.

2.8 The pre and post import quarantine measures for live animals and germplasm should be strictly adhered to according to GOI health protocols.

##### **3. Screening Committee:**

3.1 All the applications for the import of germplasm will be examined by 'Trade and Investment Matter Committee' of the Department of Animal Husbandry, Dairying and Fisheries (DADF).

##### **4. Veterinary Certificates:**

4.1 The imports should be regulated as per the provision of Livestock Importation Act, 1898 amended from time to time and as per the protocols/ veterinary certificates for import of cattle and buffaloes, gonads/ embryos/ semen as prescribed by DADF and as amended from time to time.

##### **5. Order of import:**

5.1 For import of germplasm, the order of preference should be frozen semen and frozen embryos. Import of live animals shall be allowed only if there is a strong justification. Import shall be based on the assessment of the domestic requirement of bulls and bull mothers and their availability in the country.

**Signature of Bidder**

## **6. Standards for Import of Germplasm:**

### **Semen:**

- 6.1.1 Semen from progeny tested sires with positive sire indices/breeding value for volume of milk fat, protein and conception rate.
- 6.1.2 Daughters' average standard lactation yield above 9000 kg in HF and 6000 kg in Jersey.
- 6.1.3 Average milk fat above 3.5% or above 315 kg for standard lactation yield in HF and above 4.5% or above 270 kg in Jersey.
- 6.1.4 Average protein % or total protein per lactation above average of that breed in that country.
- 6.1.5 Average somatic cell count (SCC) below the prescribed limit average of that breed in that country.
- 6.1.6 Reliabilities for production characters should be more than 80% for both HF and Jersey.
- 6.1.7 Sires should be improver for type characters like udder and feet conformation.
- 6.2 Bulls should be free from all known genetic disorders including bovine leukocyte adhesion disease (BLAD), deficiency of uridine mono-phosphate synthetase (DUMPS), citrulinemia (deficiency of argino-succinate synthetase) and Factor XI.
- 6.3 Sexed semen should be from credible sources and should meet the standards given under item No. 6.1 to 6.2. The percentage of error of sex should not be more than 5% and there should be no reduction in fertility in using sexed semen of any bull against its prescribed fertility for normal semen use.

### **Embryos:**

- 6.4.1 Embryos should be from donor cows with minimum standard 1st lactation yield above 11,000 kg in HF and above 7,000 kg in Jersey.
- 6.4.2 Average milk fat above 3.5% or 385 kg for standard lactation yield in case of HF and above 4.5% or above 315 kg in case of Jersey.
- 6.4.3 Average protein % or total protein for standard lactation yield above average of that breed in that country.
- 6.4.4 Average somatic cell count (SCC) below the prescribed limit average of that breed in that country.
- 6.4.5 Semen of sire used for inseminating donor for embryo production should meet the specifications for semen given under item 6.1.1 to 6.1.7.

### **Live germplasm:**

- 6.5.1 Young bulls born to dams with standard 1st lactation yield above 11,000 kg in HF & 7000 kg in Jersey.
- 6.5.2 Average milk fat above 3.5% or 385 kg for standard lactation yield in HF & 4.5% or 315 kg in Jersey.
- 6.5.3 Average protein % or total protein for standard lactation yield above average of that breed in that country.
- 6.5.4 Average somatic cell count (SCC) below the prescribed limit average of that breed in that country.
- 6.5.5 Young bull should fulfill all other health and breeding soundness criteria for selection.
- 6.5.6 Sire of young bull should meet the specifications for semen given under item 6.1.1 to 6.1.7.
- 6.6.1 Early pregnant heifers with pregnancy not more than 4 to 5 months at shipping;
- 6.6.2 Born to dams with standard 1st lactation yield above 11000 kg in HF & 7000 kg in Jersey, average milk fat above 3.5% or 385 kg for standard lactation yield in HF & 4.5 % or 315 kg in Jersey;
- 6.6.3 Average protein % or average protein for standard lactation yield above average of that breed in that country;
- 6.6.4 Average somatic cell count (SCC) below the prescribed limit average of that breed in that country; and
- 6.6.5 Sire of heifer should meet the specifications for semen given under item 6.1 to 6.3.

### **Import of germplasm of indigenous breeds:**

- 6.7 In case of import of germplasm of indigenous breeds either in the form of semen, embryos or live animal, they should fall in top 20% in performance merit in the country; the merit of the imported animals should be higher than those animals available in the country.

### **Guidelines for Export of bovine germplasm:**

1. Export of live animals (bovine) and bovine germplasm will be permitted for breeding purposes only.
2. The export of germplasm will be allowed subject to the fulfillment of following conditions:-
  - 2.1 For export of germplasm, order of preference should be frozen semen, frozen embryos and lastly live animals.
  - 2.2 Animal should conform to breed characteristics.
  - 2.3 Milk production records of breed averages will be considered during export of live animals. However elite animals (top 20% of the production level) of each breed having best milk production level should not be exported. The export component should not exceed 5% of animals of the concerned breed estimated as qualified for export per year.
  - 2.4 However, export of live animals of some of the indigenous breeds categorised as **threatened/ endangered** shall not be allowed.

**Signature of Bidder**

2.5 Countries which are interested in importing bovine germplasm (live animals, semen, ova, embryo and gonads) will provide their import policy documents and health protocols to Govt. of India. The exporting agency from India will comply with the rules and regulations as intimated by DADF.

2.6 The export of germplasm (semen, ova & embryos) of all the breeds may only be permitted to only those countries, which are willing to have similar arrangements on reciprocal basis.

2.7 The health certificate requested by the importing authorities will be provided by the registered Veterinarian authorized by DADF.

2.8 Exporting agency/ State Government will keep the detailed data on the exported animals and shall regularly inform DADF.

2.9 For export of Embryo/ ova, the collection and processing techniques as stipulated under section 3.3 Appendix 3.3.1.1 to 3.3.1.13 and micro- manipulation of the Bovine Embryos at Appendix 3.3.3.1 to **3.3.3.5** of the OIE Terrestrial Animal Health code (**2005**) as amended from time to time may be adhered to.

2.10 Similarly the collection and processing procedure of semen as per section 3.2, Appendix 3.2.1.1 to 3.2.1.10 of the OIE Terrestrial Animal Health code (**2005**) as amended from time to time may be complied.

2.11 The animals with National Institute/NDDB, registered animals with CHRS or State Government or Livestock Development Boards, shall be eligible for considerations for export of germ-plasm.

2.12 Preferential treatment shall be given to the SAARC countries in terms of the number of animals and breeds to be exported especially from Central Cattle Breeding Farms (CCBFs).

**Signature of Bidder**

**Annexure-I****Format for submission of post-import information on bovine germplasm**

1. Name of the organisation:
2. Address with telephone/fax numbers:
3. Year-wise and breed-wise number of bovine germplasm imported since 1980 onwards
  - (a) Bulls:
  - (b) Heifers:
  - (c) Embryos:
  - (d) Frozen Semen:
  - (e) Others:
4. Country of origin of the imported germplasm:
5. Cost on CIF basis:
6. Purpose of importation:
7. Identification No., date of birth and pedigree details: (preferably by RFID tags for imported animals).
8. Name and address of the Farms/Semen Stations where the germplasm were stationed:
9. Best, average and life time lactation yield (in case of milch animal), number of frozen semen doses produced (in case of male stock) during life time/after importation and average production per year:
10. Age at culling/disposal of the imported animal as well as reason and mode of disposal:
11. Report of congenital anomalies in progeny, if any:
12. No. of lactation/calf born during life time/after importation (in case of heifer/cows):
13. Traceability of progeny of imported stock and progeny records in terms of distribution, location, production records and disposal.
14. Other relevant information, if any.

**Annexure-II****Imported frozen doses usage bull wise:****Name of the Agency:****Quarter of reporting**

S. No.	Bull No.	No. of imported doses used	Conception rate on first AI basis	Overall conception rate	Calves born		Any genetic defect observed	No. of male and female calves alive
					Male	Female		
<b>Total</b>								

**Annexure-III****Performance of female born**

S. No.	Name of the District	No. of daughters calved	Average age at first calving	Average lactation yield of daughters
<b>Total</b>				

Signature of Bidder

**Performance of male born gone for semen production**

<b>S. No.</b>	<b>Name of the District</b>	<b>No. of males gone for semen production</b>
<b>Total</b>		

**VETERINARY CERTIFICATE FOR IMPORT OF BOVINE SEMEN INTO INDIA****A. General Information****Exporting country:****Ministry of:****Department:****Province or district etc.:****I. Information concerning the donor animal****Species:****Breed:****Name:****Date of birth:****Place of birth:****Identification mark/number:****Registered entry in the herd/stud book:****Date of approval of animal for artificial insemination purposes:**

Information to the effect that the donor bull is free of any known genetic disorders, that is, Bovine Leukocyte Adhesion Deficiency Syndrome, Citrullinaemia, Deficiency of Uridine Monophosphate Synthase and Factor XI Deficiency Syndrome.

**II. Information concerning the semen****Date of collection and batch number :**

i

ii

iii

**Quantity :**

i

ii

iii

**Pack size of semen and colour of straws:**

i

ii

iii

**III. Origin and Destination of the semen****Name and address of producer (Artificial Insemination Centre or Exporting Unit):****Name and address of the consigner:****Name and postal address of consignee:****Means of transport:**

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

**B. Sanitary Information**

The undersigned Official Veterinarian certifies that the donor animal:-

- (a) shows no sign of disease on the day of collection.
- (b) satisfies the following requirements:
  1. was born in and continuously residing in the country of origin.
  2. the exporting country is free from Foot and Mouth disease (Type C, SAT 1,2,3), Rinderpest, Contagious bovine pleuropneumonia, Lumpy skin disease, Rift valley fever. No case of vesicular Stomatitis occurred within one hundred kilometers.(or approximately sixty three miles) of the semen collection centre during the period from thirty days before the first collection of semen until thirty days after the last collection of semen.
  3. The semen is from the artificial insemination centre or semen production centre that is accredited by the exporting country.
  4. The donor bull was kept in the semen collection centre which was officially free of Brucellosis, Tuberculosis and clinically free of Bovine genital Campylobacteriosis, Johne's disease, Blue tongue, Enzootic bovine leucosis, Bovine Viral Diarrhoea, Infectious bovine rhinotracheitis, Trichomoniasis, Foot and Mouth Disease (Type O, A, Asia -1), and Leptospirosis during the two years prior to semen collection.
  5. The donor bull has also been inspected and found to have no signs of any of the diseases referred to [B.(b).4] within thirty days after semen collection.

Signature of Bidder

6. The donor bull has been tested annually unless stipulated in test protocol against the diseases listed below with negative results by the Veterinary authorities of the exporting country:

S. No.	Names of diseases	Test to be conducted
(a)	Tuberculosis	Intra-dermal tuberculin test.
(b)	Brucellosis	Buffered brucella antigen test or Complement fixation test or Enzyme linked immuno -sorbent assay test .
(c)	Blue tongue	Agar gel immuno-diffusion test or Enzyme linked immuno -sorbent assay test at least every sixty days throughout the semen collection (not required for Blue Tongue Free Country) and between twenty one and sixty days of final semen collection, or Virus Isolation or Polymerase Chain Reaction as per Terrestrial Animal Health Code of Office International Des Epizooties.
(d)	Trichomonosis	Culture of preputial washing with microscopic examinations of culture
(e)	Johne's disease	Johnin test or Enzyme linked immuno -sorbent assay test .
(f)	Bovine genital campylobacteriosis	Culture of preputial washing with microscopic examinations of culture.
(g)	Infections bovine rhinotracheitis	Virus neutralization or Enzyme linked immuno -sorbent assay test on serum or Virus Isolation on each collection of semen.
(h)	Enzootic bovine leucosis	Agar gel immunodiffusion test or Enzyme Linked Immuno-Absorbent Assay test .
(i)	Bovine viral Diarrhoea (BVD)	Virus neutralization or Enzyme Linked Immuno Assay test on Serum. For serologically positive Bovine Viral Diarrhoea animals, Agent identification using Immuno-peroxidase or antigen capture Enzyme Linked Immuno Assay test on each collection of semen. (on day of 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 shall be required).

7. The semen has been collected, handled or processed in accordance with the provisions of the Terrestrial Animal Health Code of Office International Des Epizooties Chapter 'collection and processing of semen'.
8. The semen is being transported in containers that are new or that have been cleaned and disinfected in a manner acceptable to Government officials of the exporting country; the semen is not known to contain pathogenic organisms.
9. At the time of semen collection, the donor bull had passed all pre-isolation and isolation (with total period of pre-isolation and isolation of ninety days) 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.
10. The donor bulls had been vaccinated at least twice, with the approved Foot and Mouth Disease vaccine, with last vaccination not more than twelve and not less than one month prior to collection (is not required if the country is free from Foot and Mouth Disease).

**Official stamp:**

Issued at \_\_\_\_\_ on \_\_\_\_\_

**Name and address of Veterinarian**

**Signature**

**POST IMPORT REQUIREMENTS:**

1. On arrival in India the consignment and the documents will be examined by the Regional Officer/ Quarantine Officer.
2. The samples from the semen will be taken for the examination.
3. In case the documents are not conforming to the requirements 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.

**Signature of Bidder**

**ANIMAL HEALTH CERTIFICATE FOR IMPORT OF IN VIVO BOVINE EMBRYO INTO INDIA**

**1.GENERAL INFORMATION FOR IMPORTATION**

1. Consignor (name & address in full)	2. Health Certificate No:	Date
3. Consignee (name & address in full)	4. Country of origin	
5. Competent Authority 5.1 Ministry 5.2 Department	6. Place of loading	
7. Information concerning donor animal Species: Breed: Name: Date of birth Place of birth Identification marks: Registered entry in the herd/stud book:	8. Information concerning Embryo Date of collection Date of freezing Medium of freezing Quantity and packing of exported embryo:	
9. Name & address of the Registration/Accreditation authority	10. Destination (name & address in full)	
11. Mode of Transport		

**II. General Information:**

- a) The donor bulls are free of any known genetic disorders.
- b) The exported embryo is from progeny tested bulls with sire indices of higher order (with reliability of > 85%). The selection criterion for milk fat should be a minimum of 3.5% in HF & 5% in Jersey.
- c) The exported embryo is from the top 20% of genetic material on current annual animal register of the exporting country.

**III. Sanitary Information**

The undersigned Official Veterinarian certified that

1. the country is free from Foot & Mouth Disease (Type C, SAT - 1,2,3,)

2. the donor animal

a) shows no sign of disease on the day of collection.

b) Satisfied the following requirements.

- 1) The embryos have been collected by technicians under the supervision of a team of veterinarians, specially approved for this purpose by the Government/Department following hygienic and aseptic precautions in accordance with recommendation of the International Embryo Transfer Society (IETS). The collection and handling of embryos and must be in accordance with the recommendations of the International Embryo Transfer Society (IETS). The latest available version of the IETS Manual (Edition 4) is used as the primary reference.
- 2) All equipment used to recover, handle, wash, freeze and store embryos should be cleaned and sterilized prior to use as recommended in the IETS Manual
- 3) After recovery, the embryos should be subjected to washing and trypsin treatment as specified for in vivo derived embryos in accordance with the IETS Manual/OIE guidelines.
- 4) The Conditions applicable to the embryo collection team; processing laboratories; the introduction of donor animals, Risk management (Recommendations regarding the risk of disease transmission via in vivo derived embryos) ; the collection and storage of embryos and storage and transport of embryos should follow the guidelines as per the Article 4.7.1. Chapter 7 viz Collection and processing of the invivo derived embryos from livestock and horses OIE apart from the guidelines recommended in the IETS Manual
- 5) The embryos have been processed in a laboratory having effective protection against rodents and insects; (cleansing and disinfections facilities) and there is no embryo of a lesser health status are processed. The laboratory is under the direct control of the team of veterinarians and regularly inspected by an official veterinarian.
- 6) The embryo have been collected from animal which
  - a. at the time of collection is inspected by a team of veterinarians and confirmed to be free of contagious and infectious diseases transmissible to cattle
  - b. the donor is a continuous resident of the country of import:

**Signature of Bidder**

7) That all the donor animals housed in the centre have been tested and found negative for the following tests:

a.	Tuberculosis	:	Intradermal tuberculin test (on two occasions with an interval of not less than 60 days)
b.	Trichomonosis	:	Microscopic examinations and cultural vaginal washing
c.	Johne's disease	:	Johnin test/ELISA

**NB:**

- No testing is necessary in respect of such diseases for which freedom status has been certified .
  - Testing for Trichomoniasis will not be required, if the semen used to fertilize the female comes from a donor bull certified free from Trichomoniasis.
- 8) That embryo was held in liquid nitrogen for a period of 30 days.
- 9) Certify that semen used to inseminate donor animals artificially or fertilize ova is from a donor bull meet the same health requirements as donor female and collected in a semen collection centre officially approved by the veterinary administration, under supervision and sanitary control of an official veterinarian and free from all microorganisms.
- 10) Certified that zona pellucida of each embryo is examined over its entire surface of area and found intact and free of adherent material and was washed and treated with trypsin, according to OIE Terrestrial Animal Health Code.
- 11) The embryos collection or washing fluid are sterilized and free of micro organisms: and
- 12)
- a. Certify that the embryos are stored in sterile ampoules/straws in sterilized liquid nitrogen containers and under strict hygienic conditions at a storage place, approved by the veterinary administration, where no risk of contamination can occur.
  - b. only the embryo from the same donors are stored together in the same ampoule/straw
  - c. ampoule/straws are sealed at the time of freezing and labeled; and
  - d. liquid nitrogen containers, sealed prior shipment.

**Official Stamp**

**Signature:**

**Name & address of Veterinarian:**

**Issued at \_\_\_\_\_ on \_\_\_\_\_**

**Post Import Requirements:**

1. On arrival, the consignment and the documents will be examined by the Regional/Quarantine Office
2. In case the documents are not conforming to the requirements and the embryos are not as per 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

**Signature of Bidder**

**General Information regarding imported Frozen Embryos & Imported Frozen Semen:****1. DELIVERY PERIOD:**

The supplier should deliver semen & Embryos within 3 (Three) calendar months from the date of submission of Import License. However, an early delivery stipulation may also be indicated.

In case of failure by suppliers 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.

In the event of loss, the supplier will be responsible for replacement thereof free of cost.

The supplier shall be responsible for care and maintenance of the semen & Embryos and for the safe transportation to the Indian City of destination (to be specified at the time of placing orders).

**3. INSURANCE:**

The supplier shall arrange Insurance coverage, according to the dispatch instructions issued by the buyer in the name of the Uttarakhand Livestock Development Board, Tea Estate, Banjarawala, Near Electric Substation, Post: Banjarawala, Dehradun, India, and the supplier should cover all dispatches. However, to avoid complications that may arise at the time of settlement of the claims by the underwriters for the transit losses, it is proposed that the insurance coverage shall be arranged by the supplier as under:

The Insurance coverage has to be taken for all transit risks covering from the point of loading to the place of destination.

Suppliers are required to take insurance with any national or international insurance company of repute;

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

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.

**4. GUARANTEE:**

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

**5. WARRANTY:**

Suppliers shall guarantee to replace the Semen or Embryos within a period of 24 calendar months from the date of receipt 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.

**6. 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 frozen embryo to be provided as per the IETS manual

**7. REJECTION:**

Further, the buyer reserves the right to reject the embryos & semen 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.

**8. CONSEQUENCES OF REJECTION:**

If, on rejection of embryos & semen by the buyer / consignee at destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:

- (a) Allow the supplier to supply the embryos & semen in replacement of those rejected within a specified time, the supplier 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, embryos & semen rejected or others of a similar description (when the embryos & semen do not exactly comply with the particulars in the opinion of the buyer, which shall be final) without notice to the supplier at his risk and cost and without affecting the suppliers liability as regards to the supply of any further installments due under any contract.
- (c) Cancel the contract and purchase or authorize the purchase of items or others of a similar description (when embryos & semen do not comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.

**Signature of Bidder**

**SECTION VI-A : QUALIFICATION CRITERIA**

**SCHEDULE NO. ONE TO SEVEN:** The bids of those Bidders shall be considered who have submitted all document as mentioned in the Technical Bid & the offered Imported Progeny Tested Bovine Semen & In vivo Bovine Embryos will be in accordance to the Specification detailed in the bidding document and as per guideline of Government of India.

**Signature of Bidder**

**SECTION VII : BID FORM AND PRICE SCHEDULE**

**BID FORM**

Date: .....  
IFB No.....

To: (Name and address of purchaser)

Gentlemen and/or Ladies:

I Having examined the Bidding Documents including Addenda Nos .....[insert numbers], the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver.....(Description of Goods and Services) in conformity with the said bidding documents for the sum of.....(Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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 Contract Price/ ..... for the due performance of the Contract, in the form 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<b>Name and address of agent</b>	<b>Amount and Currency</b>	<b>Purpose of Commission or gratuity</b>
----------------------------------	----------------------------	--

(if none, state "none").

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 namely "Prevention of Corruption Act 1988".

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 documents.

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 .....

**Signature of Bidder**

**Price Schedule**

The Chief Executive Officer  
 Uttarakhand Livestock Development Board  
 Banjarawala Tea Estate, Near Vidhyut Substation  
 P.O. Banjarawala  
 Dehradun 248001  
 Uttarakhand, India,

**Bid for supply of Progeny Tested Bovine Frozen Semen & In vivo Bovine Embryos specified in Invitation for Bid No..... dated .....**

Having read and understood the terms and conditions for the Invitation for Bid No. ....dated ....., for the supply of Progeny Tested Bovine Frozen Semen & In vivo Bovine Embryos, I/We quote our most competitive offer for consideration. I/We agree unconditionally to abide by the terms and conditions of the Bid and in token of acceptance, the offer is submitted along with bid security of Indian Rupee..... (by ..... bearing no..... dated.....drawn on ..... bank valid for ..... days drawn in favour of the Uttarakhand Livestock Development Board and payable at Dehradun and also I/We have affixed my/our signature on the offer.

Schedule No.	Particulars	Specification	Qty.	Unit Price (₹/ US Dollar)	Total Price (₹ or US Dollar)
One					
Two					
Three					
Four					
Five					
Six					
Seven					
Eight					

The Rate quoted shall be on **FOR basis** inclusive of all incidentals, insurance, packing, forwarding, taxes, duties etc.

**Note:** If space is insufficient, letterheads can be used for price quote.

**Signature of the Bidder**

**Seal of the Bidder**

**Place:**

**Date:**

**Signature of Bidder**

**SECTION – VIII**

**BID SECURITY FORM**

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 Bid Form ; 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

**Signature of Bidder**

**SECTION -IX**

**CONTRACT FORM**

**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 and services in the sum of .....(*Contract Price in Words and Figures*) (hereinafter called " the Contract Price").

**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 Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (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.
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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

**TOTAL VALUE:**

**DELIVERY**

**SCHEDULE:**

**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**

**Signature of Bidder**

**SECTION - X**

**PERFORMANCE SECURITY FORM**

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: .....  
.....  
.....

**Signature of Bidder**

**SECTION XI**

**PERFORMANCE STATEMENT**

[Please see Clause 13.3 (b) (ii) of Instructions to Bidders]

**Proforma for Performance Statement (for a period of last three years)**

Bid No. .... Date of opening ..... 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:

IFB No. ....

We ..... who are established and reputable manufacturers 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 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 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**

IFB No ..... 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 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)