TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad - 500 107, Telangana, India.

Telephone: +91-40-2020 3020 Website: <u>www.tifrh.res.in</u> Email: <u>purchasegroup@tifrh.res.in</u> Date: 05-03-2021

Notice Inviting Tender cum Tender Document (Three Part Public Tender) for the following items:

Supply, Installation and Commissioning of High-Performance Computing (HPC) Cluster for Tata Institute of Fundamental Research, Hyderabad.

As per our technical specifications: Qty. – 1 No.

(Scope of Supply - as per Annexure - A)

Public Tender No.	TIFR/PD/CA20-27/200399
Published on	06-03-2021
	For Indian Supplier - Rs. 500/-
Tender Fees	For Foreign Supplier - USD 100
Earnest Money Deposit	EMD/Bid Security Declaration to be submitted as
	per the format in Annexure - C
Estimated Cost (Estimated cost	
upto TIFR, Hyderabad inclusive of all applicable charges)	Rs. 87,00,000/-
Pre-Bid Meeting	09-03-2021 at 11.00 AM
Last Date for Submission of Bid	30-03-2021 upto 13.00 Hrs.
Date of Opening Bids(Part A)	30-03-2021 at 15.00 Hrs.

Pre-Qualification (PART A), Technical Bid (Part B) and Financial Bid (Part C) to be submitted within the due date and time in separate envelopes and marked on top as Part A, Part B and Part C. These three sealed envelopes should be further put in one Master Envelope super scribed with the Tender No., Due Date in Bold Letters.

The Bids should be addressed to the Administrative Officer, Tata Institute of Fundamental Research, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad - 500 046, Telangana, India.

Please see attached sheet for conditions of tender.

Note: All future corrigendum/addendum will be published in CPPP/TIFR Hyderabad website only and no separate advertisement will be released for the same.

All prospective bidders are requested to visit our website regularly for any such updates/Corrigendum.

ADMINISTRATIVE OFFICER (PURCHASE SECTION) TIFR, HYDERABAD

Pre-Qualification Criteria for Supply, Installation and Commissioning of High-Performance Computing (HPC) Cluster for Tata Institute of Fundamental Research, Hyderabad

PART – A

Mandatory requirements for a bidder to qualify as a participant in this tender:

The bidder should mandatorily submit the following documents in separate envelopes mentioned as PART "A", PART "B" and PART "C".

PART "A" (Pre-Qualification) consists of Tender Fee, Bid security declaration / EMD as per the Annexure – C, Certificate of Local Content as per the Annexure – D given in the tender document.

PART "B" (Technical Bid) consisting of Technical Bid with Commercial Terms & other annexures.

PART "C" (Financial Bid) consisting of only Price shall be submitted in separate sealed envelopes duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Administrative Officer, Tata Institute of Fundamental Research, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The envelopes should be clearly marked on top as either PART "A", PART "B" or PART "C".

The bidders who are qualifying in PART "A" (Pre-Qualification) then those bidders PART "B" (Technical Bid) will only be opened and those bidders who are qualifying in PART "A" (Pre-Qualification Criteria) and PART "B" (Technical Bid) their PART "C" (Financial Bid) will be opened.

All PART "A" (Pre-Qualification), PART "B" (Technical Bid) and PART "C" (Financial Bid) further to be kept in a Sealed Master Envelope duly superscribed with the tender enquiry number and the due date in bold letters addressed to Administrative Officer, Tata Institute of Fundamental Research, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India.

PART – B

SCOPE OF SUPPLY

Annexure - A

Technical Specifications for Supply, Installation and Commissioning of High-Performance Computing (HPC) Cluster for Tata Institute of Fundamental Research, Hyderabad.

Technical pre-qualification for the bidders

Mandatory requirements for a bidder to qualify as a participant in this tender:					
s.no	Technical pre-qualification criteria	Compliance	Remarks		
1.	 The bidder should have executed at least three projects using architecture and technologies similar to those being proposed in their quotation against this tender. In addition, the following condition should also be satisfied. At least one installation of minimum 50 TF (Tera Flops) or 	Yes/No			
	 At least two installations of 30 TF or At least three installations of 20 TF Note: All the mentioned peak value should be CPU only				
	sustained peak performance ratings, which should be a cluster (more than one node with an infiniband interconnect). GPU Servers and Single servers will not be considered.				
	Purchase order copies of the same must be submitted with the technical bid. The OEM or partner should have successfully executed projects at premier academics and research organizations /institutions like TIFR, IITs, IISERs or equivalent performing scientific computation using High Performance Computing Clusters across the country within the last five years.				
	Purchase order with final commissioning report with the mention of compute capacity and architecture details duly signed by customer should be submitted with the technical bid.				
2.	The Bidder should have the experience in building HPC Clusters in the global (including India) HPC Market since last 3 years with a logistics facility for the bidding OEM in India for easy access and availability of spares and to ensure the proper back-end support for smooth				

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	execution and post-sale support operations.	
	Documentary proofs should be attached.	
3.	All warranty and support must be serviced directly by the	
0.	OEM or should be from an authorized System Integrator	
	Partner who is authorize to Support the product quoted.	
	TIFR-H requires that there be a Single Point of Contact	
	(SPOC) from OEM/Vendor who is responsible for all	
	issues between TIFR-H and the OEM.	
4.	The bidders/OEM must have minimum one entry in each	
	of the list of India Top supercomputer	
	(http://topsc.cdacb.in) published on June 2018 and later.	
5.	Bidder should be either an Original Equipment	
	Manufacturer (OEM) or should be authorized System	
	Integrator Partner having back to back Support	
	Agreement with the OEM. Manufacturer's Authorization	
	Form (MAF) for participating in this tender is mandatory	
	for bidders and should be attached along with technical	
	bid. The Bidder participating in the tender process should	
	give the MAF confirming the bidder's authorization to	
	participate in the tender with tender number and details.	
6.	Hardware and software warranty support requests to be	
	handled and serviced directly by OEM/Bidder.	
	OEM/Bidder should have required critical spares at local	
	service center.	
7.	The OEM/Bidder must have an India based support	
	infrastructure by maintaining a local spares depot in the	
	country. This is to ensure immediate delivery of spare	
	parts from OEM to its channel partner/system integrator.	
8.	The Bidder and OEM should not be blacklisted in the past	
	10 years from any central/State or UT government	
	bodies. Please attach a copy of the self-declaration of the	
	same from the OEM and Bidder.	
9.	The entire HPCC solution proposed by the bidder/OEM	
	should be offered with lowest power consumption for the	
	given specification in the tender.	
10.	All quotations submitted must follow the prescribed	
	format for technical compliance as in the document	
	below. Failure to do will result in the quotation being	
	summarily rejected. Soft copy of the technical bid	
4.4	document in excel format should also be submitted.	
11.	One bidder can propose only one technical solution and	
	the price bid for the same should be submitted. Quoting	
	multiple technical solutions with multiple price bids will	
	result in the quotation being summarily rejected.	

Scope of Work

Annexure – B

Scope of work includes the following

Supply, Installation and Commissioning of a High Performance Computing Cluster (HPCC) as per the specifications below

Technical Specifications

Specifications of the High Performance Computing cluster

Mandatory Clause

- a) All warranty and support must be serviced directly by the OEM or should be from an authorized System Integrator Partner who is authorized to Support the product quoted. TIFR-H requires that there be a Single Point of Contact (SPOC) from OEM/Bidder who is responsible for all issues between TIFR-H and the OEM.
- b) All the hardware and software deployment will be in vendor's scope of work and vendors need to install open source software required by the end user at the time of deployment.
- c) The Compute nodes should be in denser rack form factor designed for cluster solution.
- d) The entire computer nodes must be factory integrated, tested, validated and certified in the bidder/OEM site. No on-site or local assembling of the system at TIFR-H site is allowed. Only rack-mounting, OS and application installation is allowed on-site.

Manda	Mandatory items						
Computer Hardware			-	/Model/Rema led by the Ven			
S.No	Description	Qty	Make & Model	Compliance Yes/No	Remarks		
1	Master + Storage Node	1					

Master node should have minimum 16 Intel Xeon Cascade/AMD EPYC Rome CPU Cores with minimum clock speed of 2.8 GHz or better. The processors Must have Native support of AVX2 instructions. Along with CPU specifications, the node should have the following configurations or better

CPU Details		
Memory Details – 192 GB DDR4 ECC RAM (or) better in a fully balanced configuration with populating all DIMM slots to its fully available bandwidth. Memory speed – Maximum memory speed supported by the quoted CPUs.		
2 x 960 GB Enterprise SATA SSD		

80 Plus platinum or better redundant power supply with IEC C13 to IEC C14		
Form factor - 2U or better full width server form factor with sliding rack mount kit and peripherals		
1 x IPMI 2.0 or equivalent with KVM and media over LAN features		
1 x 100 G Network adapter for the switch getting quoted on Sl. No 3 Networking/interconnect		
1 x 2GB RAID Card supporting RAIDLevels 0,1,5,6 and 10 with flash backedcache2 x 1 G Ethernet Ports		
12 x 12 TB 7.2K RPM Enterprise SATA Hard drive configured in RAID 6 with one hot spare.		
configured in RAID 1		

Each compute nodes should have minimum 64 or better Intel Xeon Cascade lake/AMD EPYC Rome or higher CPU cores with a minimum clock speed of 2.3 GHz or better. The processors Must have Native support of AVX2 instructions with sustained peak performance of 2.5 TF per node. The bidders should submit the linpack of a single node as a part of technical bid in CD/DVD and the bidders should run linpack across all nodes and submit the results as a part of commissioning. Along with the CPU ratings, the nodes should have the following configurations or better.

CPU Details		
Memory Details – 96 GB DDR4 ECC RAM (or) better in a fully balanced configuration with populating all DIMM slots to its fully available bandwidth. Memory speed – Maximum memory speed supported by the quoted CPUs.		
1 x 120 GB Enterprise M.2/SATA SSD for operating System		
2 x 1 G Ethernet Ports 1 x 100 G Network adapter for the switch getting quoted on Sl. No 3 Networking/interconnect		

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	1 x IPMI 2.0 or equivalent with KVM and media over LAN features			
	Preferred Form factor - 2U Chassis or better with 4 half width servers in a chassis with sliding rack mount kit and peripherals. The maximum allowed form factor is 1U chassis with full width servers.			
	80 Plus platinum or better redundant power supply with IEC C13 to IEC C14 cables.			
3	Networking/Interconnect	2		
	24 Ports fully non-blocking 1 G Copper Ethernet Switch with required Ethernet cables for management connectivity.	1		
	24 Ports fully non-blocking 100 G Infiniband/OPA/RDMA Switch or better with built-in redundant power supply with required network adapters and cables for compute nodes connectivity.	1		
4	Fully Automated System Provisioning	1		
	Operating System - CentOS/Debian latest stable version			
	Clustering Tool kit – XCAT open source			
	Scheduler – SLURM/Open PBS (Queues/partitions needs to be configured according to user requirements)			
	Monitoring/Admin tools - Ganglia, Nagios, LDAP, PDSH, PDCP, automated emails, usage report generations, etc.,			
5	Software - Open Source HPC software required by the end user should be installed. Software support should be provided till the end of warranty period			
	Benchmarking – As a part of commissioning, the supplier should run the user provided codes and provide			

	the satisfactory results of the same.			
6	Warranty and Support - Five years	5 years		
6.1	onsite comprehensive advance			
0.1	Hardware replacement warranty and			
	software support			
	Solution Support			
	If TIFR-H requests for OS/software			
	upgrade due to their functionality			
	requirements, the bidder/OEM should			
	reinstall/Upgrade the OS and clustering			
	tools and benchmark the cluster and re-			
	commission the HPCC at any point of			
	time during the warranty period at no			
	cost to purchaser.			
	Training for general system			
	administration with documentation			
	including tasks such as user/node			
	management, installation/upgrade,			
	queuing system management and file			
	system management.			
	One L3 level trained personnel should be			
	available to help remotely (8.00 AM to			
	5.00 PM, 6 Days a week) or NBD onsite			
	for technical support for			
	administration/maintenance (both			
	software and hardware levels) of HPC.			
	Vendor/OEM engineer should visit TIFR-			
	H every 120 days and carry out proper			
	hardware & software health check of			
	HPC cluster and submit report of the			
	same to the IT in-charge.			
	Vendor will be responsible to protect			
	user data during any maintenance in the			
	warranty period.			
	The OEM/Bidder should have automated			
	ticketing system with a dedicated			
	helpdesk email account which is			
	regularly monitored and it should be available to TIFR-H users.			
	An escalation matrix for issues not			
	resolved by the support personnel, with			
	an expected time line, should be clearly			
	mentioned.			
	The person should have enough			
	experience to handle cluster hardware			
	and software troubleshooting to resolve			
	the problems faced by the users. This			
	should include fine tuning of the			
	scheduler's various capabilities.			

The person should be able to produce	
required status report of the cluster	
when asked using the software installed	
in the cluster to manage it.	
Faulty parts should be replaced by NBD	
(Next Business Day).	
6.2 Documentation	
Step by step installation guide for	
node configuration from scratch.	
• When handing over the cluster	
the vendor should provide the full	
design of the cluster installation	
including the electric connections,	
network connections, user manual	
clearly explaining how to use the	
cluster.	
6.3 Terms and conditions:	
Any item not specifically mentioned in	
the specification but is required for	
successful implementation of the HPC	
solution (in the opinion of the vendor)	
must be brought to our notice and	
quoted accordingly.	
The entire solution should fit in a 19"	
standard IT Rack.	
At the time of installation, if it is found	
that some additional hardware or	
software items are required to meet the	
operational requirements of the	
configuration, but not included in the	
vendor's original list of deliverables, the	
vendor shall supply such items to ensure	
the completeness of the configuration at	
no extra cost.	
TIFR-H reserves the right to increase or	
decrease the quantity of the items.	
In case of future expansion/upgrade	
of the the quoted clusters, the Bidders	
should cooperate and provide	
support to TIFR-H the expansion or	
upgrade of the cluster like adding	
additional nodes, GPUs to the existing	
setup supplied by the bidder.	
Delivery period should be within 8	
weeks from the date of purchase order.	
Once delivered to onsite, the installation,	
commissioning and acceptance testing	
period will be within 2 weeks from the	
date of delivery of equipment.	

	The vendor immediately after the award		
	of the work shall prepare a detailed plan		
	of installation as proposed to be		
	followed by placement of the equipment,		
	etc.		
	All vendors participating in this tender		
	must visit the TIFR-H site for a complete		
	site survey and also meet with the TIFR-		
	H IT team in the pre-bid meeting for		
	detailed discussions and clarifications, if		
	any.		
	The installation should be done by		
	trained engineers for HPCC stack		
	followed by comprehensive user		
	training.		
	Installation and integration of all		
	supplied hardware and software shall be		
	done by the vendor. The vendor shall		
	install and configure all required		
	hardware and software suites, including		
	but not limited to racking and stacking,		
	Cluster networking, Configuring all		
	nodes, Execution and submission of jobs,		
	Installation of compilers (with flags for		
	optimization) and applications,		
	Configuration of environment variables		
	and license utility configuration.		
	Entire installation should be done at the		
	proposed site only. Remote control of		
	network will not be given till the		
	commissioning of the HPCC.		
	Give all model numbers of master nodes,		
	compute nodes, hybrid nodes, storage		
	nodes, Network switch model,		
	Accelerator card details (if any),		
	maximum number of port in IB/OPA		
	switch (if any) and how many ports		
	populated. The OEM part code of all the		
	equipment / devices proposed should be		
	provided with the technical bid.		
	Provide case logging procedure for both		
	hardware and software failure.		
	OEM/Bidder is responsible for all		
	performance benchmarks and the quote		
	should contain an undertaking certifying		
	the same from the OEM/Bidder.		
	As a part of the acceptance test, the		
	TIFR-H team will check all the software		
	mentioned above, for at least 3 days.		
	TIFR-H teams will cross-check		
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	benchmarking and all other tests based		
	on our input files in the fully offered		
	solution. Apart from this, the bidder has		
	to run and submit Linpack, Lapack,		
	Scalapack benchmark results to the		
	TIFR-H team.		
	All LAN cabling should be done on-site		
	as per the length required using CAT6.		
	All cabling should be done to provide		
	efficient air circulation and should not		
	block any air circulation behind the		
	servers. Different colors of cable for		
	computing and management should be		
	used.		
	Please specify the heat dissipation (in		
	BTU) and max power consumption of		
	each component when configured with		
	the above configuration. The bidder has		
	to visit the installation site and provide		
	the plan, cluster rack arrangement and		
	cooling requirements for hosting the		
-	HPCC in the given place.		
	All the required CAT6 Patch cables		
	should be branded (ISO/IEC 11801) and		
	it should be molded cables. It should		
	withstand the heat produced at the back		
	of servers.		
	Supplier should have direct system		
	integration (SI) with the OEM whose		
	product the vendor is quoting for. The		
	bidder should have a back-to-back		
	agreement with the OEM to supply and		
	support the OEM's product and solution		
	in India.		
	Itemized price list of each hardware		
	item, software bundle and service and		
	warranty to be given separately and		
	clearly.		
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	TIFR-H requires that there be a Single		
	Point of Contact (SPoC) directly from		
	OEM who is responsible for all issues		
	between TIFR-H and the OEM/partner		
	who executes this project.		
	Service Level Agreement: SLA of 98%		
	of uptime within 24 hours reporting		
	onsite, failing which penalty will be		
	applicable based on deviation.		
	The bidder has to ensure that the		
	solution proposed delivers an uptime of		
	98% of the entire system on a yearly		
	basis and minimum of 92% on a monthly		
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basis. Every percentage of uptime below 98% on a yearly basis will incur 0.1% of the total cost of this tender. In the event of failure of any of the subsystems or components of the proposed solution, the bidder has to ensure that the defects are rectified within two full working days. All these conditions need to be satisfied. Any delay in servicing node(s) beyond 3 days will incur a penalty of 0.2% of the total cost of this tender per day of delay. Any delay in storage or any of its subsystems not working beyond 24 hours will incur a penalty of 0.2% of the total cost of this tender for every completed 24 hours.Bidder should install and accommodate the entire solution in a provided rack.Delay in delivery will have penalty. TIFR- H reserves the right to cancel the order if it is not deployed within 10 weeks from	 1		1	
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H reserves the right to cancel the order if	the entire solution in a provided rack.			
	Delay in delivery will have penalty. TIFR-			
it is not deployed within 10 weeks from	H reserves the right to cancel the order if			
	it is not deployed within 10 weeks from			
the date of release of purchase order.	the date of release of purchase order.			
Delay due to TIFR-H will not be	Delay due to TIFR-H will not be			
considered for computing penalty.	considered for computing penalty.			

NOTE 1:

- A. The bidder should attach the point by point technical specification provided in the tender in a tabulation format and fill the technical compliance (with additional remarks if any) along with the bid.
- B. The bidder should ensure the following:

Bid Security / EMD (Earnest Money Deposit): The bidder should provide the bid security declaration in the letterhead duly signed and stamped as per the Annexure – C.

This will be applicable as per the procedure / rule amended from time to time. The bidder should submit the above mentioned Bid Security Declaration along with the Pre-Qualification (Part A) instead of EMD (Earnest Money Deposit).

- C. Tender fee should be submitted along with Pre-Qualification (Part A).
- D. The bidder should submit the Certificate of Local Content as per the Annexure D given in the tender document and should be submitted along with Pre-Qualification (Part A).
- E. Attachment of Annexure E (Audited Annual Turnover Certified by CA).
- F. Attachment of Annexure F (Supplier order details with copy document) along with the bid as per tender terms & conditions.
- G. Price must be quoted strictly in the Price Bid Format attached herewith as "Part -C" (Financial Bid) at Annexure G.

NOTE 2:

- Pre-bid meeting will be conducted through online.
- Bidders / Vendors are requested to visit TIFR Hyderabad website for details / update.

PART – A

Annexure - C

Bid Security Declaration (To be submitted on company's Letter Head)

" I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entitythat invited the bids.""

Name and Signature Of Authorized SignatoryAnd Company Seal

PART – A

<u>Annexure - D</u>

Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location (s) at which the local value addition made is /are as under:

1..... 2..... 3.....

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

- Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Audited Annual Turnover Annexure – E

S.No.	Financial/ Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in INR)
1.				
2.				
3.				

Authorized Signatory with Seal

Note:

This Audited Annual Turnover (Annexure – B) for the last 3 years should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.

Supply Order details of High-Performance Computing (HPC) Cluster to other firms.

S.No.	Name of the company with full address	Name of the Project	Purchase Order No. & Date	Brief Item Description with Model No.	Item Value in Currency
Signat	ure				
Name					
Desigr	nation				
Name	of the Company				
Date					
Seal of	f the Company				

Annexure – F

NOTE: Please attach the copy documents / purchase order copy for the above mentioned details.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad - 500 107, Telangana, India. (PURCHASE SECTION)

1. PART "A" (Pre-Qualification) consists of Tender Fee, Bid security declaration / EMD as per the Annexure – C, Certificate of Local Content as per the Annexure – D given in the tender document.

PART "B" (Technical Bid) consisting of Technical Bid with Commercial Terms & other Annexures.

PART "C" (Financial Bid) consisting of only Price shall be submitted in **separate** sealed envelopes duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Administrative Officer, Tata Institute of Fundamental Research, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The envelopes should be clearly marked on top as either PART "A", PART "B" or PART "C".

The three sealed covers should be further put in a master cover superscribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Purchase Officer, Tata Institute of Fundamental Research, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The sealed master envelop has to be delivered by hand/courier at the security Gate Office of TIFR-TCIS on or before 13.00 hrs. on the due date specified. The Pre-Qualification (Part – A) will be opened at 15.00 hrs. on the due date at Purchase Section, TIFR, Hyderabad. Tenders submitted after 13.00 hrs. on due date will not be considered.

2. In case the PART "A", PART "B" and Part "C" bids are not sealed in separate envelopes the tender will be rejected.

All PART "A" (Pre-Qualification), PART "B" (Technical Bid) and PART "C" (Financial Bid) further to be kept in a Sealed Master Envelope duly superscribed with the tender enquiry number and the due date in bold letters addressed to Administrative Officer, Tata Institute of Fundamental Research, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India.

3. The technical bid should not contain any indication of the price. The bidder should take special care not to mention anything related to pricing and costing aspect of whatsoever nature. The technical bid should include/contain only technical specifications, technical literature, drawing, quantity, manufacturing and delivery schedule, mode and terms of payment, mode of dispatch, the quantum and percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supply and for the services like erection and commissioning to be rendered by the tenderer. The details of the validity of the tender should also be indicated along with the commercial details.

- 4. After scrutiny of Pre-Qualification Criteria, Technical Bids, Financial bids of only those bidders who are shortlisted in Pre-Qualification Criteria and technical basis will be opened at on later date. The opening date, time and venue will be intimated to the technically successful bidder.
- 5. All the bidders/contractors should provide Company Authorization Letter duly signed and stamped by Competent Authority to participate in the tender related meetings at TIFR Hyderabad.

6. <u>Tender Document Fee:</u>

- a. For Indian Supplier: Tender fee for Rs. 500/- (Non-refundable) in the form of D.D. in favour of "TIFR Centre for Interdisciplinary Sciences", payable at Hyderabad to be enclosed with the Pre-Qualification (Part A).
- b. For Foreign Supplier: Tender fee of USD 100 (Non-refundable) in the form of advance cheque in favour of "TIFR Centre for Interdisciplinary Sciences", payable at Hyderabad to be enclosed with the Pre-Qualification (Part A).

7. <u>Bid Security / EMD (Earnest Money Deposit):</u>

Bid Security / EMD (Earnest Money Deposit): The bidder should provide the bid security declaration in the letterhead duly signed and stamped by officer authorized to submit the bid accepting the statement as follows:

"I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids." (Annexure C)

This will be applicable as per the procedure / rule amended from time to time. The bidder should submit the above mentioned Bid Security Declaration along with the Technical Bid (Part A) instead of EMD (Earnest Money Deposit).

8. Eligibility Criteria :

8.1 The invitation for bids is open to Original Manufactures (OEM)/Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM/Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment. The bidder must be legal entity having a Permanent Account Number (PAN), Certificate of Incorporation and valid GST Registration Certificate is to be submitted.

8.2 The invitation is reserved only for Class "1" and Class "2" Local Suppliers as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP" (OM No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure- D attached with the tender document.

8.3 When a firm sends quotation for an item manufactured by some different company, the firm is also required to attach its quotation, the manufacturer's authorization certificate.

8.4 Indian Agent cannot represent two different foreign principles for the same item in one tender.

8.5 Equipment's must be of the most recent series/models incorporating the latest improvements in design.

8.6 That the Bidder will assume total responsibility for fault free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for one years after and of warranty period if required.

8.7 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure , etc.

8.8 Any additional bid participation criteria/eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this.

8.9 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 of Bids.

9. Purchase Preference Policies.

9.1 The TIFRH intends to give product reservation/purchase/price preference to local suppliers in line with current procurement policies of Govt. of India

9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP" (OM No. P-45021/2/2017-PP(BE-II) dated 04th June,2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure - D attached with the tender document.

9.3 Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- 10. Bidders who have not accepted the job/order awarded to them or withdrawn from the tender process OR whose EMD/Security deposit has been forfeited in the past, their bids will not be considered and treated as ineligible / disqualified.
- 11. Bidders may provide the details of registration at Government e -Marketplace (GeM) product details, confirmation on the product availability (or) non availability in GeM, registered bidder at GeM (or) not.
- 12. Quotations must be valid for a period of 180 days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

- 13. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
- 14. Tenderer should sign on all the pages of the technical bid and the price bid.
- 15. Amendment to Bid Document :

All future corrigendum will be published in CPPP/TIFR Hyderabad website only and No separate advertisement will be released for the same.

All prospective bidders are requested to visit our website regularly for any such updates / Corrigendum. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. 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.

- 16. The price quoted for Import item must be on following basis:
 - a. Ex-Work/factory duly packed airworthy/seaworthy and of international standard
 - b. FOB/FCA
 - c. CIF Hyderabad, Airport Port (all-inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)

For local item /supply, offer should be on FOR basis (i.e. total landed cost for delivery at TIFR Hyderabad).

The dimension of the item (viz. H, W, L, weight etc.) shall be specifically stated and also mention whether the mode of shipping the item is Airworthiness / Seaworthiness or both. Accordingly the mode of shipment will be decided by TIFR-Hyderabad.

Price must be quoted strictly in the Price Bid Format attached herewith as "Part –C" (Financial Bid) at Annexure - G.

17. Insurance :

17.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

17.2 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (Final destinations) on " All Risks" The Insurance shall be valid for a period of not less three months after installation and commissioning. However, in case of orders placed on EX-Works/FOB/FCA basis, the purchaser shall arrange insurance.

18. Delivery and Documents:

18.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period. The details of shipping and/or other documents to be furnished the supplier are specified in 18.2.

18.2 Delivery period (As stated in technical specifications).

The delivery is to be strictly made as per the delivery schedule stated in the Purchase Order.

The following documents are to be forwarded earlier to TIFR Hyderabad through email to purchasegroup@tifrh.res.in prior to 48 hours before dispatch of material.

- i) Supplier Invoice showing Purchase Order Number, goods' description, quantity, unit price, Total amount;
- ii) Packing List
- iii) Airway Bill/ Acknowledgement of receipt of goods from the consignee(s) by the Transport with item wise weight, unit of measurement, No of package, package size/Dimension
- iv) Insurance Certificate if applicable;
- v) Manufacturer's / Supplier's warranty certificate;
- vi) Inspection Certificate issued by the nominated inspection agency, if any, and Certificate of Origin.
- vii) Country Of Origin Certificate. (if applicable)
- viii) Product Catalogue/Brochure
- 19. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
- 20. **Order Acceptance:** The successful bidder should submit acceptance of Purchase Order immediately (within 15days) from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested.
- 21. **Performance Security**: The Successful bidder should deposit @ 3% of Purchase Order value as Performance Security. The Performance Security should be in the form of Demand Draft in favour of "TIFR Centre for Interdisciplinary Sciences, Hyderabad" payable at Hyderabad (or) Bank Guarantee from State Bank of India & Associates (or) any one of the Nationalized Banks. The Performance Security @ 3% should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. In case Performance Security @ 3% is not provided, then 97% payment only would be released and balance after 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. Vendor should clearly mention their acceptance to this effect in their quote.
- 22. **PAYMENT TERMS:** 100% Letter of Credit will be opened and 80% payment shall be made through irrevocable L/C on presentation and receipt of complete, clear shipping documents, against confirmation from TIFR, Hyderabad and balance 20% of the amount shall be released after successful installation and acceptance of the equipment certified by purchaser and on submission of "Performance Security" for an amount equivalent to 3% of the Purchase Order Value.

23. **Payment term for Total / Full INR bids:** 80% payment shall be released after receipt of complete material as per purchase order in a single lot and acceptance of the same at TIFR Hyderabad and balance 20% payment shall be released after installation and acceptance of the equipment at TIFR Hyderabad Campus and on submission of BG @ 3% of the Purchase Order Value.

Partial shipment for foreign bids / Partial delivery of material for full INR bids will not be accepted by TIFR Hyderabad.

- 24. **PAYMENT TERMS FOR INDIGENOUS ITEMS:** 100% payment shall be released after receipt, installation and acceptance of the equipment at TIFR Hyderabad.
- 25. **Pre Inspection Report:** The successful bidder should submit the Pre Inspection Report / Manufacturer's Test Certificate with data sheet to TIFR Hyderabad before dispatch of the material. (if required by TIFRH).
- 26. The suppliers / bidders whose firms are registered with SSI / MSME / NSIC and having a valid certificate are exempted from paying Tender Fee and EMD (Earnest Money Deposit).
- 27. Repair / replacement if required any during the warranty period, necessary customs clearance charges / customs duty charges, freight charges for sending back the repair material to supplier and import freight charges of replacement should be borne by the supplier.
- 28. For Import cases: No Agency commission will be paid as per Govt. of India rules.
- 29. All bank charges outside India will be to supplier's account only.
- 30. Taxes: TIFR Hyderabad is exempted from paying of Custom Duty under the notification No.51/96 dated 23.07.1996, Excise Duty under the notification No.10/97 dated 01.03.1997, for all procurements/supply meant exclusively for Educational, scientific and research purpose. Whenever the exemption certificate not honored by the authorities, the applicable duty will have to be paid. Hence Excise & Custom duties, if any, should be shown separately.

TIFRH is a public funded research institute and is entitled to concessional rate of GST @ 5% for certain items supplied for research purpose vide notification no. 45/2017 (CGST) and 45/2017 (IGST) dated 14th Nov, 2017. The offer should be submitted after fully considering the above notification. No other charges except those mentioned clearly in the bid will be admissible.

GST rule will be applicable with effect from 01.07.2017. The applicable TDS /other charges if any as per GST rule will be deducted as per new GST regime.

TIFR-Hyderabad GST NO: 36AAATT3951F2ZG.

Deduction of Indian Income Tax Deduction at Source: The Deduction of Indian Income Tax Deduction at source (TDS) will be deducted as per IT Act. The taxes at the time of actual utilization of service etc. will be deducted if applicable any.

Supplier shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable as agreed, f so stipulated in the order.

- 31. Conversion to Single Currency : To facilitate evaluation and comparison, the Purchaser will convert all bid prices are payable to Indian Rupees established by any bank in India as notified in the Newspapers/banks website on the date of Price/Finance Bid Opening.
- 32. Evaluation & Comparison of Bids:

32.1 For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

- (i) Indigenous Offers: The final landed cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.
- (ii) Imported Offers:

The CIP/CIF price shall be the basis of evaluation (warehouse to warehouse basis) (iii) Imported Vs. Indigenous Offers:

The final landed cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with custom duty, customs clearance charges, Bank/LC charges, transportation, delivery up to the site of installation at TIFR Hyderabad as per available records with TIFRH for imported goods) shall be the basis of evaluation.

- 32.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discount shaving linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc., will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.
- 33. Purchaser's Right to Vary Quantities at Time of Award: The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of Requirements without any change in unit price or other terms and conditions.

Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.

- 33. 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 there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 33.2 Evidence regarding credibility of stable performance and maintenance servicecapability must be provided. The purchaser reserves the right to make judgment on this and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.
- 34. Training :
 - 34.1 The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
 - 34.2 The training shall be initially carried out during installation & commissioning for operating and maintaining the system. The specific training on application shall also to be imparted by the supplier. The duration of such training need to be finalized with the end user of the equipment. The supplier has to

provide complete training at site for operation (including trouble shooting) of the instrument.

- 34.3 In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.
- 35. Bidders, please provide the PAN No., Bank Details, email ID, Contact person details, GSTNo etc.
- 36. The Supplier shall arrange to ship the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with/without penalty. Pleasemention the Delivery Period Clearly in the Bid, however effort to be taken to deliver thematerials at the earliest.

In case of delay in supply on part of the supplier, a penalty @0.5% per week of order value will be charged for delayed period subject to a maximum of 10% order value.

If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the TIFR-TCIS, Hyderabad shall have the right to cancel the contract / purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

The same rate of penalty shall be applicable for late installation of the equipment /instrument also.

37. Warranty:

37.1 The supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and /or materials is required by the Purchaser's Specification) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**

37.2 This warranty shall remain valid **(As stated in technical specifications)** after the Goods or any portion thereof as the case maybe, have been delivered, installed & commissioned and accepted at the final destination indicated in the contract.

37.3 Warranty period shall be (As stated in technical specifications) from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/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's discretion shall apply making 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 supplier own cost and expense and to carry out further performance tests. **The Warranty should be comprehensive on site.**

37.4 If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including thecost of customs duty, customs clearance charges etc.

- 38. COMMENCEMENT OF WARRANTY PERIOD: The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation /demonstration at the project site..
- 39. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet / literature of the quoted model of the item by the quoting party/manufacturer.

40. Requirement from Bidders:

40.1 The bidder from countries sharing a land border with India would be eligible to any procurement related to goods, services (consultancy and non-consultancy) (or) works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. 6/18/2019-PPD dated 23rd July 2020).

40.2 "Bidder" means any person or firm or company, including any member of consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

40.3 <u>Necessary certificate/undertaking to be submitted</u>.

- 41. Contacting the Purchaser: Any attempt by any bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of thebid.
- 42. Supplier Integrity: The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- 43. Force Majeure :

43.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

43.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of 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 revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.

44. Resolution Of Disputes:

- **44.1** 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.
- **44.2** If, after thirty (30) days from commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national (or) international forum, and national or international arbitration.
- **44.3** In case of Dispute or difference arising between the Purchaser and domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act,1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director TIFRH and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(i) In the case of dispute between the purchaser and Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub clause above. But if this isnot acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

45. TIFR TCIS reserves the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR-TCIS, Hyderabad maybe checked at TIFR-TCIS website: <u>https://www.tifrh.res.in/index.php/commercial-tenders</u>

> ADMINISTRATIVE OFFICER (PURCHASE SECTION) TIFR, HYDERABAD

Financial Bid for Supply, Installation and Commissioning of High-Performance Computing (HPC) Cluster for Tata Institute of Fundamental Research, Hyderabad.

(Part – C)

-

<u>Annexure – G</u>

TIFR-H Enquiry No & Date: _____ Due date: _____ Bidder's Quetation Bef No. & Date:

Bidder's Quotation Ref No. & Date: _____

All the Bidders should quote their offer in the following format for uniformity.

Mandatory Items

S.No.	Item Description as per tender	Qty.	Rate per unit (Currency)	Basic Cost of main item (In Currency)
A. 1.	Maatan - Staraga Nada	1 No.		
1.	Master + Storage Node	NO.		
2.	Compute Nodes	16 Nos		
	Networking/Interconnect – 2 Nos			
	Switch with required network cables	1 No		
	1 No of 24 Ports fully non-blocking 100 G Infiniband/OPA/RDMA Switch or better with built-in redundant power supply with required network adapters and cables for compute nodes			
	connectivity.	1 No		
3.				
	Fully automated system provisioning with Installation & commissioning charges	1 Job		
B.	Ex-Works cost (Duly packed Airworthy/Seaworthy of international standard)			
C.	FOB /FCA Cost (Name of Airport)			
D.	CIP/CIF Cost (Upto Hyderabad Airport) (all inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)			

Note:

- 1. All the column should be appropriately filled and not left blank.
- 2. Do not include any other charges, taxes, duties etc. in the Basic Cost of the item.
- 3. Any accessories, optional items should be shown separately using above format.

- 4. Use separate sheet for detail description, specification of the item, but prices should be quoted in same format.
- 5. Prices quoted in Indian Currency should be on F.O.R. basis and mentioned separately using different table format showing all the applicable taxes/Duties like GST, Freight & Transportation charges and installation charges etc.
- 6. TIFR Hyderabad being educational & research institute, discounted price shall be offered.

Signature of the Bidder

Name, Address contact no _____

& email id of the bidder/	
---------------------------	--

Company with company's Stamp or Seal_____

Date: _____

Place: _____

Financial Bid for Annual Maintenance Contract (AMC) for High-Performance Computing (HPC) Cluster for TIFR, Hyderabad.

(Part - C)

<u>Annexure – H</u>

TIFR Hyderabad Enquiry No & Date: _____ Due date: _____ Bidder's Quotation Ref No. & Date: _____ Financial Bid (Bidders must quote their rates using this Format)

Note: The bidder must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period.

S.No.	AMC (for item Description as per Tender) after Warranty Period	Rate / Year In INR	Tax (%) or Amount in INR	Total Amount in INR
1.	1 st Year			
2.	2 nd Year			
3.	3 rd Year			

Note:

- 1. All the column should be appropriately filled and not left blank.
- 2. Do not include any other charges, taxes, duties etc. in the Basic Cost of the item.
- 3. Prices should be quoted in same format.
- 4. TIFR Hyderabad being educational & research institute, discounted price shall be offered.

Signature of the Bidder

Name, Address contact no _____

Company with company's Stamp or Seal_____

Date: _____

Place: _____

Annexure - I

PERFORMANCE BANK GUARANTEE FORMAT

- 3. We, the said bank, further undertake to pay to the TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit ot proceedingpending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
- 4. We.....(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during period that would taken for the performance of the said Purchase Order and that it shall continue to be enforced till all the dues of the TIFR under or by virtue of the Purchase Order have been fully paid and its claims satisfied or discharged or Purchase Officer ion behalf of the TIFR certified that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- 5. We.....(indicate the name of Bank) further agree with the TIFR that the TIFR shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time to time any of the

powers exercisable by the TIFR against the said Contractor(s) and to forbear or enforce any of the terms and condition s relating to the said Purchase Order and we shall not be relieved from or liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of mission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relievingus.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- 7. We,.....(Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent to the TIFR in writing.
- 8. This guarantee shall be valid up to...... unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for for