

टाटा मूलभूत अनुसंधान संस्थान हैदराबाद /
TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD
प्लॉट नंबर 36/पी, गोपनपल्ली गांव, सेरिलिंगमपल्ली मंडल, रंगा रेड्डी जिला, हैदराबाद - 500 107, तेलंगाना, भारत.
Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District,
Hyderabad - 500 107, Telangana, India

टेलीफ़ोन /Telephone: +91-40-2020 3020

वेबसाइट /Website: www.tifrh.res.in

ई-मे /Email: purchasegroup@tifrh.res.in

तारीख /Date: 24.10.2025

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

Supply, Installation, and Commissioning of data center with modular in-row cooling units with fire suppression system as per Annexure-A. As per technical specifications in Annexure A.

लनलवदा संख्या / Tender No.	TIFR/PD/CA25-01/M/01
प्रकाशन की लतिल / Date of Publishing	24-10-2025
प्री-लबड मीलटंग की लतिल / Pre-Bid Meeting Date	03-11-2025 at 12.00 Hrs. (at TIFR, Hyderabad premises) The Bidders should complete Mandatory site survey before the pre bid meeting at TIFR, Hyderabad
लनलवदा शुल्क/ Tender Fees	Rs. 00 (USD 00)
ईएमडी / EMD (Earnest Money Deposit)	Rs. 1,73,000.00
अनुमालनत मूल्य / Estimated Cost (Estimated cost up to TIFR, Hyderabad premises inclusive of all applicable charges, taxes, duties etc.)	Rs. 86,50,000.00
बोली जमा करने की अंतिम तिथि / Last Date for Submission of Bid	19-11-2025 upto 13.00 Hrs.
बोलियाँ खोलने की तिथि (भाग ए)/ Date of Opening Bids (Part A)	19-11-2025 at 15.00 Hrs.

निविदा सीलबंद लिफाफे में जमा की जानी चाहिए जिसके ऊपर मोटे अक्षरों में निविदा संख्या, देय तिथि लिखी होनी चाहिए / **Tender should be submitted in sealed enveloped super scribed with the Tender No., Due Date in Bold Letters.**

अधिक जानकारी, विशिष्टताओं, नियम और शर्तों आदि के लिए कृपया हमारी वेबसाइट पर जाएँ।

For more information, specifications, terms and conditions etc., please visit our website:

<https://www.tifrh.res.in/tender/>

प्री बोली-पूर्व बैठक टीआईएफआर, हैदराबाद कार्यालय के पते पर आयोजित की जाएगी। बोलीदाताओं से अनुरोध है कि वे कंपनी द्वारा अधिकृत पत्र के साथ, निर्धारित तिथि और समय पर टीआईएफआर, हैदराबाद परिसर में बैठक में शामिल हों।

Pre- Bid meeting will be conducted at TIFR, Hyderabad office Address. Bidders are requested to join the meeting on scheduled date and time at TIFR, Hyderabad premises, with company authorized letter by the authority.

Note: All future corrigendum/addendum will be published in TIFR Hyderabad Website

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

प्रशासी अधिकारी / ADMINISTRATIVE OFFICER

(खरीद अनुभाग) / (PURCHASE SECTION)

टीआईएफआर हैदराबाद / TIFR HYDERABAD

ANNEXURE – A

Supply, Installation, and Commissioning of data center with modular in-row cooling units with fire suppression system as per Annexure -A

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 Yes/No	Remarks
1.	The Bidder/OEM 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 80% or ● At least two installations of 60% or ● At least three installations of 40% of the tender value Purchase order with final commissioning report with the mention of Data Center capacity and architecture details duly signed by customer should be submitted with the technical bid.		
2.	The Bidder/OEM should have minimum 5 years domestic experience in the supply, installation and commissioning of smart racks in India. They should have successfully executed the above mentioned projects in Serial no - 1 at Government/ Public/ Private Research organizations /institutions /Manufacturing/Banking industries using High Performance Computing Clusters across the country.		
3.	The Bidder/OEM must have successfully implemented at least one in-row cooling modular data center with a capacity of minimum of 100 KW or better. Additionally, they should possess a minimum of five years of domestic experience in India, covering the supply, installation, and commissioning of modular data centers utilizing in-row cooling technology.		
4.	All warranty and support must be serviced directly by the OEM. 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.		

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 bids.		
6.	The bidder/OEM should have a registered local office and service center in Hyderabad. Documentary proofs should be enclosed.		
7.	The OEM 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 complete proposed solution must have a comprehensive onsite warranty of 5 years for all components quoted in the tender.		
9.	Products offered should have official OEM support for next five years from the date of acceptance of installation.		
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.		
11.	One bidder can propose only one technical solution and the price bid for the same should be submitted. Quoting of multiple technical solutions with multiple price bids will result in the quotation being summarily rejected.		

Annexure – B

Scope of Work				
The scope of work includes the following, The successful bidder should Supply, Installation and Commissioning of data center with modular in-row cooling units with accessories mentioned below along with the fire suppression system in the first floor service building -2 data center of TIFR Hyderabad.				
S.No	Description	Compliance Yes/No	Make/Model	Remarks
1	Allocated physical space: about 109 sq.ft (11.15 ft x 9.84 ft)			
2	Location of the building: First floor, Service Building - 2.			
3	HVAC: In-row cooling with hot aisle and cold aisle containment to optimize airflow management and space utilization in the Data Center. The cooling Units should have high sensible heat ratios, to match high sensible loads of Computer/Server Rooms/ Switch room/UPS. A Microprocessor controlled Precision package cooling system running on Chilled Water shall be suitable to take thermal and air qty. inputs from the server and adjust its operation accordingly so as to achieve highest levels of performance and efficiency. The unit shall comprise of 2 way modulating valve working on PID control, EC fans, Evaporator Cooling Coil with hydrophilic coating, Microprocessor controllers, Filter, Internal power and Control wiring, Humidifier, Heaters, Power and Control contactors, water leak detectors and Other Electrical accessories. The cooling solution proposed must be chilled water based. TIFR-H has its own chilled water plant on campus. Chilled water will be provided at about 7.5 to 9 degrees from campus the chilled water facility. The chilled water tapping termination will be provided in the pump room or HPC room. The bidder has to tap further from the given termination for the chilled water inlet and outlet of the cooling unit.			

4	Chilled water tapping and platform: Chilled water tapping with a flow rate of 140 LPM and 3.5 bar pressure will be provided as inlet for each in-row units. The bidder will be responsible for maintaining the flow rate and pressure level required for their in-row units without disturbing the flow rate or the pressure level of chilled water supply to the existing in-row units. Piping shall be of PPR material with necessary fittings as per the site condition. Bidders should fabricate and install the MS grill platform on top of the water tapping (wherever required) for the comfortable rear access of the server and it should be removable for any maintenance works. Bidders can check the existing MS grill platforms installed in the data center during their site survey for reference.			
5	Server Rack – 3 Nos			
	These racks will be used to mount and house all HPC infrastructure, server, network and storage devices in the data center. The rack has to be designed to meet all safety requirements of a modern data center. Both front and rear doors should have a handle with locking options. The rack should be suitable for baying to a high performance cooling rack. Cable entry provision should be via the roof plate and gland plate without affecting climatic conditions inside the rack. There will not be any false flooring provided for hosting these racks. So, bidders have raised the racks and cooling units above the ground level using server rack plinths and chilled water inlet and outlet piping to the racks has to be carried out on the floor with piping supports.			
	Specifications of the server rack: Basic Structure: Frame Of sturdy frame section construction. All profile edges are radiused. Removable top & Bottom cover with Cable entry provision. Frames should be bayable, scalable and modular. 3 Nos of 47U Server Rack with 47U usable space with 2 Nos of rack having 800 W x 2200 H x 1200 D dimensions and 1 No of rack having 600 W x 2200 H x 1200 D dimensions.(in case of built-in containment, the maximum depth of the rack should not be more than 1500 mm).			

	• Fitted with Front Glass door & Rear Sheet Steel Door with 4-point locking system and comfort handle with locking. • Rack Design should support closed loop High performance cooling. • Side panel should be with PU gasket with screw fixing to avoid air leakage • Side panel required only at the end of the row, on each side • 19" angles front and back. • Blanking panels for all racks • Top cover with sliding cable entry • Bottom cover with sliding cable entry • Levelling feet • Vertical and Horizontal Cable manager with PVC cable loops • Horizontal Earthing Busbar per cabinet. • All Racks should be certified according to ISO 9001, 14001, 18001. Complying EIA 310, DIN 41494 and IEC 297 standards • Load bearing capacity: 1400KG at Frame & 1000 Kgs on 19" mounting angles. • Captive hardware pack. • Surface Finish: Nano Ceramic Coated, electro-dip coat primed to 20 microns and powder coated with textured polyester RAL 7035 to 80 to 120 microns. • Rack should be capable of accommodating minimum of 2 Three Phase PDUs at the rear (4 PDUs preferred) • 2 Nos of PDUs per rack - 63A 3 Phase input with single phase output Vertical (Ammeter/phase) Metered PDUs with minimum 24 Nos IEC 320 socket C13 Ports and 6 Nos of IEC 320 Socket C19 ports with required female and male 3 phase e-mobile sockets.			
6	In-row Cooling units with N+1 redundancy or better			
	• Bidder has to propose a high performance Chilled water based in-row cooling system with cold aisle and hot aisle containment with N+1 redundancy or better. • The total IT load will be 60 KW spread across 3 Racks, the designed solution using in-row based PACs in a POD have to be in N+1			

	configuration. The in-row PAC width should not be more than 600 mm. • There will be cold aisle and hot aisle containment for racks with cooling units and hence there will be containment PODs. It can be prefabricated built-in containment with the rack or it can be externally designed containment. • The temperature inside the cold aisle POD should be maintained at 21 degree centigrade with a precision of ± 2 degrees while calculating and sizing the in-row PAC rating. The ambient temperature has to be as per ASHRAE/ISHRAE/TIA-942 requirement. • The environmental control system shall be floor mounted, and shall be specifically designed for service from the front and rear of the unit. The unit shall be capable of being mounted between the racks or at the end of row. The unit shall modulate cooling capacity and airflow based on requirements. • These units are to be supplied with 400 Volt, 3 phase, 50 Hz power supply. • Unit return air temperature : ~37 Deg C / 27 %RH • Chilled water inlet & outlet temperature: 9 & 11 Deg C • Nett. Sensible Cooling Capacity : 30 KW • Air Flow Direction : Horizontal-in front of the racks • Air inlet Temp & RH : Set point $\pm 1^{\circ}\text{C}$ (DB) & Set point $\pm 5\%$ (Return Air) • Air Quantity : Modulating as per server (80-100 cfm/kW min) • Units should be able to provide 0.95 SHR • Units should be able to work for fixed supply air logic instead of return air control logic. • The unit shall be with one chilled water cooling circuit. The unit shall be with inbuilt 2 way PIBC valve for capacity modulation.			
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	An electronic board fitted with a microprocessor will control effective unit capacity using a PID algorithm (proportional – integral – derivative) so as to ensure continuous and precise modulation of the PIBC/EPI valve. The evaporator coil will be made from copper pipes mechanically fixed to aluminium fins with hydrophilic treatment. • The cooling units will be capable of providing active redundancy. To ensure this, all the units installed, including the redundant unit, must be able to operate at the same time and at part loads. This feature must also be able to increase system efficiency by reducing energy consumption at part loads. • Units shall be with Direct Driven EC Fans (05 Nos in 300 mm Width), High efficiency, external rotor electronically commutated (EC) motor with integrated electronics, True soft start characteristics, Backward curve, corrosion resistant new generation fiber glass fan wheel, Maintenance free design and construction. Fans are IP54, Protection class F. The unit controller will be able to modulate fan speed at part loads, together with the compressor inverter. This further reduces power consumption during part-load operation. • The fans are designed to allow “hot replacement” in the event of faults, i.e. an individual faulty fan can be replaced without having to stop the entire unit, thus reducing system down time. • Room air to be filtered with filters rated MERV8 following ASHRAE 52.2 (45% by ASHRAE 52.1) or G4 following EN779, located within the cabinet, and accessible from the rear of the unit. The frame of the filter shall be made of galvanized steel. • Energy Efficiency - In order to provide best advantages in terms of energy saving, the CRAC efficiency shall increase when heat load reduces (partial load) or any time the			
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	cooling capacity exceeds the required capacity. • Microprocessor Controller - The control system will include a microprocessor that will be programmed to manage all the functions of the air-conditioner. The system will include • An electronic board housing the microprocessor, fitted inside the electrical panel. • A user terminal as the interface with backlit LCD • All the messages will be displayed using icons; no specific language needs to be known. • The main functions of the control system are to: control room temperature, manage the compressor inverter, manage fan speed, monitor supply air temperature, manage alarms and warnings for correct maintenance, log up to 100 events, manage the unit in standby, control room humidity, manage the humidifier, manage from 1 to 3 electric heater stages for reheating, allow remote monitoring and control of the unit via LAN, network or BMS (LonWorks, BACnet, Modbus) • Electric Re-Heating - The heating resistors are normally utilised to maintain room dry-bulb conditions during a system call for dehumidification. The electric reheat coils are low watt density, protected by thermal safety switches. The heating system also incorporates Miniature Circuit Breaker which protects the heaters from short circuits. • Humidifier - The unit needs to be fitted with a canister type steam humidifier suitable for use with water of varying degrees of hardness. The humidifier is complete with a water inlet valve, water outlet valve and a maximum water level sensor, disposable cylinder, steam distributor and electronic controls.			
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7	Safety, security & Monitoring System: 1 Set			
	The goals of safety & monitoring systems are to efficiently protect people, assets, data and the environment from the dangers and effects of fire, and to minimize material damages, loss of data, operational interruptions and the consequent loss of business. • The goals of safety & monitoring systems are to efficiently protect people, assets, data and the environment from the dangers and effects of fire, and to minimize material damages, loss of data, operational interruptions and the consequent loss of business. • The central monitoring system should be 1U rack mount and should be able to monitor up to 32 sensors / CAN-Bus connection units. The following devices to be monitored: Temperature/Humidity, Water Leakage, Door Status Door access sensor. It should also monitor & control Automatic Opening of Doors. It should provide a single TCP IP interface for remote monitoring of all components and generate email alerts and warnings. The central monitoring device should also be connected to Signal Pillar with Audio & Visual alarm extension. The central monitoring system having CAN bus sensor integration technology should be modular and scalable from a future expansion point of view. • Each set of intelligent rack should include IP based basic environmental controls of following features: ➢ Temperature/ Humidity Sensor ➢ Water Leak Detection system ➢ Automatic door opening kit during Emergency condition ➢ Hooter with signal pillar ➢ Email alert should also be provided • Technical specifications: ➢ Temperature application range: 0 °C to 45 °C ➢ Humidity range: 5% to 95% relative humidity, non-condensing			

	➤ Protection category: IP 30 to IEC 60 529 ➤ Max. CAN bus sensors: 32 ➤ CAN bus jacks RJ45: 2 ➤ Network interface (RJ 45): Ethernet to IEEE 802.3 via 10/100 BaseT with PoE ➤ Protocols: TCP/IPv4, TCP/IPv6, SNMPv1, SNMPv2c, SNMPv3, Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS, SMTP, Syslog, LDAP • Fire Alarm and Fire Suppression System: The integrated infrastructure solution should be designed as a complete stand-alone unit with security, fire detection and fire suppression systems. • A fire detection and suppression system should be mounted in a way to avoid consumption of any usable U space. It should have a smoke detector, fire alarm & fire suppression unit and the fire suppression agent should be NOVEC 1230/FK-5-1-12 Gas or equivalent as per NFPA guidelines. • Protected area: The entire volume of the server racks shall be protected with fire detection and fire suppression system • A rack based rodent repellent system should be considered for the containment. • Surveillance: 2 Nos of 4 MP IR IP color CCTV camera with builtin storage for keeping the recording up to 14 days at the entrance and exit of the containment door as per the user's instructions. All the accessories, required cabling for completing the setup should be considered and the same should be furnished in bill of materials.			
8	Installation and commissioning:			
	Installation and commissioning includes			

	• Installation and testing of server racks, cooling units and containments along with PDUs and the fire suppression system. • Integration of the DC solution, fire suppression systems, with the existing institute BMS system. • Connecting and commissioning of chilled tapping to the cooling units and checking for leakages. • Testing the cooling units for humidity and moisture control with 48 hours dry run test. • Electrical input cables provided by TIFR-H for powering the CLCs and PDUs will be provided by TIFR-H. The bidder will be responsible for making endpoint tapping, connection and terminations for cooling units and PDUs. • 2 Nos of 4MP IR IP CCTV camera with built in storage for keeping the recording up to 15 days at the entrance and exit of the data centre's primary and secondary door as per the user's instructions. All the accessories required cabling for completing the setup should be considered and the same should be furnished in bill of materials.			
9	Warranty & Support: Five years comprehensive hardware and software warranty for the entire solution proposed in this tender.			
10	Terms and conditions			
	• Any item not specifically mentioned in the specification but is required for successful implementation of the solution (in the opinion of the vendor) must be brought to our notice and quoted accordingly. • At the time of installation, if it is found that some additional items are required to meet the operational requirement of the configuration, but not included in the bidder's original list of deliverables, the bidder shall supply such items to ensure the completeness of the configuration at no extra cost. • 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 bidders participating in this tender must visit the TIFR-H site for a complete site survey before the prebid meeting and also meet with the respective end user team in the pre-bid meeting for detailed discussions and clarifications, if any. • Site survey is mandatory for attending the prebid meeting. For site survey, the bidders can contact Mr. Kalyan Kumar N (+91402020 3094/3001). Bidders will be allowed to do site survey from the date of tender publishing till the day of pre bid meeting. • The installation should be done by experienced and trained data center engineers followed by comprehensive user training. • Commissioning of the entire data center solution should be verified and certified by the OEM. • All the model numbers/OEM part code of all the equipment/devices proposed should be provided with the technical bid. • Itemized price list of each hardware item, software bundle, service and warranty to be given separately and clearly. • Provide case logging procedure for service calls. • The racks, cooling units, PDUs and other items proposed in the solution shall be tested at factory before shipping to check all the technical parameters as mentioned in the tender by the TIFR-H's technical team will visit the factory, if necessary. In that case, the boarding, lodging and travel etc. of the TIFR-H team should be arranged and borne by the supplier. • TIFR-H requires that there be a Single Point of Contact (SPoC) directly from the OEM who is responsible for all issues between TIFR-H and the OEM/partner who executes this project. • Bidders should provide complete documentation about the Rack layout, power, cooling and electrical infrastructure required at TIFR-H along with the technical bid.			
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	• Delivery period will be 10 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. Delay in delivery will have a penalty. TIFR-H reserves the right to cancel the order if it is not deployed even after that. • Delay due to TIFR-H will not be considered for computing penalty.			
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ANNEXURE-C

Site Visit Declaration Certificate (To be submitted on bidder / firm's letter head)

CERTIFICATE OF TENDERER'S VISIT TO SITE

1. This is to certify that I _____ (Name of bidder or his Representative) am from _____ (Name of Firm of tendering) visited the site at TIFR, Hyderabad in connection with the Tender for **Supply, Installation and Commissioning of data center with modular in-row cooling units with fire suppression system**, TIFR, Survey No. 36/P, Gopanpally (Village), Serilingampally (Mandal), Ranga Reddy Dist., Hyderabad-500046, Telangana, India.
2. Having previously studied the contract documents, I carefully examined the site.
3. I have made myself familiar with all the local conditions likely to influence the works and the cost thereof.
4. I further certify that I am satisfied with the description of the work and the explanations given by the said Representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed by tendering firm representative and name:

Signed by tenderer and name:

Date:

ANNEXURE-D

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, applicable.

Annexure - E

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Date:
TO WHOM IT MAY CONCERN

This is to certify that M/s.

Has executed the following works at _____ (Name & address of the Client)

1	Name of work with brief particulars	
2	Work order No. and Date	
3	Work Order Value (Rs.)	
4	Date of Commencement of Work	
5	Stipulated Date of Completion of Work	
6	Actual Date of Completion of Work	
7	Details of compensation levied for delay (indicate amount), if any	
8	Name and address of the authority under whom works executed	
9	Amt. of work paid on reduced rates, if any.	
10	Did the contractor go for arbitration? (Yes/No) If yes, i) Total amount of claim iii) Total amount awarded	
11	Comments on the capabilities of the contractor:	

	a) Quality of Work	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial Soundness	Outstanding / Very Good / Good / Satisfactory / Poor
	c) Technical Proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
	e) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor
	f) General behavior	Outstanding / Very Good / Good / Satisfactory / Poor

“Countersigned”

**Signature of the Reporting
Officer
With Office Seal**

Note:

i) All columns should be filled in properly.

ii) Signing Authority: Officer of the rank of Superintending Engineer or equivalent.

Annexure – F

Supply, Installation, and Commissioning of data center with modular in-row cooling units with fire suppression system 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
Signature					
Name					
Designation					
Name of the Company					
Date					
Seal of the Company					

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

Annexure – G
Audited Annual Turnover

S.No	Financial/ Accountin g Year	Profit (Currency)	Loss (Currency)	Annual Turnover (Currency)
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.

NOTE:

*** The bidder should ensure to submit the following along with Technical Bid (Part I)**

1. The bidder should attach the point-by-point technical specification provided in Annexure-A and Annexure B of the tender document (with additional remarks if any) along with the Technical Bid.

2. Bid Security / EMD (Earnest Money Deposit) as per tender.

3. Site Visit Declaration Certificate (To be submitted on bidder / firm's letter head)- Attachment of Annexure - C.

4. Certificate of Local Content- Attachment of Annexure - D.

5. Client's certificate reg. Performance of contractor- Attachment of Annexure - E.

6. Supplier Purchase Order details with copy document along with the bid Attachment of Annexure - F.

7. Audited Annual Turnover Certified by CA - Attachment of Annexure - G

8. The suppliers/bidders should submit all the applicable list of documents/enclosures/annexures as mentioned in the tender along with the local content certificate filled form as per annexure – D. The supplier should provide the local content details / local value addition details with the applicable value. TIFR Hyderabad reserves the right to reject any tender (or) all tenders if not submitted along with the documents/enclosures/annexures/certificate of local content.

9. Undertaking by the bidder as per Clause 14 of tender terms and conditions in letter head duly signed and stamped.

10. Undertaking for unconditional acceptance of tenders all terms and condition in letter head duly signed and stamped.

*** Price Bid/Finance Bid (Part II) - As per Annexure – H**

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

1. PART “A” (Technical Bid) consisting of Technical Bid with Commercial Terms and PART “B” (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, Hyderabad, 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” or PART “B”.

The two sealed covers should be further put in a master cover superscribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Administrative Officer (Purchase Section), Tata Institute of Fundamental Research, Hyderabad, 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 Hyderabad on or before 13.00 hrs. on the due date specified. The technical bid 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.

Note: All future corrigendum/addendum will be published in TIFR Hyderabad website / CPPP

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

Pre- Bid meeting will be conducted at TIFR, Hyderabad office Address. Bidders are requested to join the meeting on scheduled date and time at TIFR, Hyderabad premises, with company authorized letter by the authority.

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

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 Technical Bids, Financial bids of only those bidders who are shortlisted on 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. Tender Fee:

Tender fee of Rs. 00 (USD 00)

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

Earnest Money Deposit (EMD) for Rs. 1,73,000.00 in the form of D.D. in favor of "Tata Institute of Fundamental Research", payable at Hyderabad to be enclosed along with the technical Bid (Part - A).

The Bid Security may be accepted in the form of Bank Guarantee from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Banker's Cheque from any of the Commercial Banks (or) Insurance Surety Bonds.

The Bid security should remain valid for a period of 45 days beyond the final bid validity period.

EMD shall be interest free and it will be refunded to the unsuccessful bidder without any interest. EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect. The technical bid received without payment of EMD/ documents for exemption of EMD shall be summarily rejected.

8. The Micro and Small Enterprises/Startups suppliers / bidders whose firms are registered with MSME /DPIIT and having a valid certificate for claiming exemption as per privilege rules of Government of India are exempted from paying Tender Fee and EMD (Earnest Money Deposit).

9. 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.

10. 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.

11. Tenderer should sign on all the pages of the technical bid and the price bid.

12. Bidders should submit undertaking for unconditional acceptance of tender all terms and conditions in letterhead duly signed and stamped.

13. 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.

14. Requirement from Bidders: Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) 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. F.No.6/18/2019-PPD dated

23rd July, 2020 and further applicable Notification / Rule amended from time to time).

"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. Necessary certificate/undertaking to be submitted.

15. Order Acceptance: The successful bidder should submit acceptance of Purchase Order immediately (within 15 days) from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested.

The Bidder should submitted the order acknowledgement, (details for opening L/C and documents if applicable) and documents if any to purchase section within 15 days from the date of issue of purchase order.

For Letter of Credit (L/C) payment, the Letter of Credit (L/C) will be opened as per purchase order terms and conditions only. The supplier should ensure to deliver and complete the installation as per purchase order terms and conditions within Letter of Credit (L/C) validity period. In case of any delay in supply or installation or submission of required documents by the supplier for Letter of Credit (L/C) payment, any applicable charges to be borne by the supplier only. The Letter of Credit (L/C) amendment charges if any due to delay of the supplier to be borne by the supplier only.

The Supplier should submit the invoice and packing list before dispatch of the material for confirmation of TIFR Hyderabad.

Any discrepancy like delay in supply/ short supply/delay in installation etc., TIFR Hyderabad has right not to process the payment in case of any such discrepancy.

16. Performance Security: The Successful bidder should deposit @ 5% of Purchase Order value as Performance Security. The Performance Security should be in the form of Demand Draft in favor of "Tata Institute of Fundamental Research" payable at Hyderabad from any of the Commercial Banks (or) Bank Guarantee from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Insurance Surety Bonds. The Performance Security @ 5% 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 @ 5% is not provided, then 95% 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.

17. Payment Terms for Import Items: 100% irrevocable Letter of Credit (L/C) will be opened. 80% payment shall be made through irrevocable Letter of Credit (L/C) against submission of clear shipping documents and balance 20% of the amount shall be released through Bank Transfer (BT) after successful installation, acceptance of the equipment certified by TIFR Hyderabad and on submission of "Performance Security" for an amount equivalent to 5% of the Purchase Order Value.

18. Payment Terms for Indigenous Items: 100% payment shall be released after receipt of complete material as per purchase order in a single lot, successful installation and acceptance of the equipment certified by TIFR Hyderabad and on submission of "Performance Security" for an amount equivalent to 5% of the Purchase Order Value.

19. In case of Letter of Credit (L/C) payment, the Letter of Credit (L/C) will be opened as per purchase order terms and conditions only. The supplier should ensure to deliver and complete the installation as per purchase order terms and conditions within Letter of Credit (L/C) validity period. In case of any delay in supply or installation or submission of required documents by the supplier for Letter of Credit (L/C) payment, any applicable charges to be borne by the supplier only. The Letter of Credit (L/C) amendment charges if any due to delay of the supplier to be borne by the supplier only.

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

21. 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 at no extra cost to the purchaser. (if required by TIFR Hyderabad).

22. 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.

23. For Import cases: No Agency commission will be paid as per Govt. of India rules.

24. All bank charges outside India will be to supplier's account only.

25. Taxes: TIFR Hyderabad is a Public Funded Research Institute. The exemption of Customs Duty under the notification No. 51/96 dated 23.07.1996 and amended time to time will be applicable.

GST with effect from 01.07.2017 and amended time to time will be applicable. 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, if so stipulated in the order.

26. Delivery Period: Within 10 Weeks from the date of release of Purchase Order. The Material should be delivered in single Lot. Part shipment not permitted.

27. Installation Period: The Installation should be completed within 2 Weeks from the date of receipt of the material at TIFR Hyderabad.

28. Training:

i) The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

ii) 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.

iii) In case any supplier is not willing to impart such training, the bid shall be treated as non- responsive.

29. Liquidated Damages (LD):

The Supplier shall arrange to ship the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with/without penalty. Please mention the Delivery Period Clearly in the Bid, however effort to be taken to deliver the materials 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 5% 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 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.

30. Eligibility Criteria:

i) 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.

ii) 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-B attached with the tender document.

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

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

vi) 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 after warranty period if required.

vii) 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.

viii) 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.

ix) 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.

31. Purchase Preference Policies.

i) The TIFR Hyderabad intends to give product reservation/purchase/price preference to local suppliers in line with current procurement policies of Govt. of India

ii) 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 - B attached with the tender document.

iii) 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.

32. 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.

33. 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.

34. Micro and Small Enterprises (MSEs):

Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).

The Micro and Small Enterprises (MSE) are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India. Public procurement Policy (PPP) for MSEs Order, 2012 is meant for procurement of only goods produced and services rendered by MSEs However, Traders, Distributors, Sole agents, work contracts are excluded from the purview of the PPP for MSE Order 2012 as per Ministry of MSME.

The Micro and Small Enterprises (MSE) bidder should submit valid UDYAM Registration certificate by Ministry of Micro Small and Medium Enterprises (MSME). The Micro and Small Enterprises (MSE)

bidders who fail to submit valid UDYAM Registration certificate shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME and further applicable Notification / Rule amended from time to time.

35. For Indigenous Items: Offer should be on FOR basis and mentioned separately using different table format showing all the applicable taxes/Duties like GST, Freight & Transportation charges and installation charges etc.

36. 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 –B” (Financial Bid).

37. Packing: Standard Packing

i) The Supplier shall provide 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, rough 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.

ii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any and in any subsequent instructions ordered by the Purchaser.

iii) Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

(A) Item Nomenclature

(B) Order/Contract No.

(C) Country of Origin of Goods

(D) Supplier's Name and Address

(E) Packing list reference number

38. Insurance:

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

ii) 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.

39. Delivery and Documents:

A) 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 below. B) 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.

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.

viii) Product Catalogue/Brochure.

40. 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.

41. 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.

42. Evaluation & Comparison of Bids:

(A) 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 (warehouse to warehouse) 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 TIFR Hyderabad for imported goods) shall be the basis of evaluation.

(B) 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.

43. 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 the bid.

44. 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.

45. Purchaser's Right to Accept Any Bid and to reject any or All Bids without assigning any reasons there for.

(A). 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.

(B). Evidence regarding credibility of stable performance and maintenance service capability 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.

46. Bidders, please provide the PAN No., Bank Details, email ID, Contact person details, GST No etc.

47. Warranty:

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.

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.

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.

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 the cost of customs duty, customs clearance charges etc.

48. 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.

49. 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.

50. 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.

51. Force Majeure :

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.

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.

52. Termination for Default

(A). The Purchaser may, 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:

- (i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(B). For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
- (ii) "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 purchase, 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 purchaser of the benefits of free and open competition;"

53. Resolution of Disputes:

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.

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.

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 TIFR Hyderabad 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.

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 is not 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.

54. TIFR Hyderabad 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, Hyderabad may be checked at TIFR Hyderabad website:
<https://www.tifrh.res.in/index.php/commercial-tenders>

ADMINISTRATIVE OFFICER
(PURCHASE SECTION)
TIFR, HYDERABAD

Annexure – H
Financial Bid for Supply, Installation, and Commissioning of data center with modular in-row cooling units with fire suppression system.

(Part – B)

Annexure – H

TIFR Hyderabad Enquiry No & Date: ----- Due date:

Bidder's Quotation Ref No. & Date: -----

Financial Bid (Bidders must quote their rates using this Format)

S.No.	Item Description as per tender	Make/ Brand/ Type	Qty (Nos)	Rate per unit (Currency)	Basic Cost of main item (Currency)
A.	Financial Bid for Supply, Installation, and Commissioning of data center with modular in-row cooling units with fire suppression system. 1.Server Racks a. 800 mm 47U Rack – 2 Qty b. 600 mm 47U Rack – 1 Qty 2.Cooling Units with Containment – 2 Qty 3.Safety, Security & Monitoring System – 1 Qty 4. Low side Civil and Plumbing works and MS grill platform works – 1 Job 5. Installation and 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 (Up to Hyderabad Airport)(all inclusive i.e. Cost of Goods, Packing, Insurance warehouse to warehouse, 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. The other charges, taxes, duties etc. to be shown separately.
3. Any accessories, optional items should be shown separately using above format.
4. Use separate sheet for detail description, specification of the item, Price breakup for the item(s) mentioned in technical specification but prices should be quoted in the same format.
5. Prices quoted in Indian Currency for indigenous items should be on F.O.R. basis and mention separately using different table format showing all the applicable taxes/Duties like GST, Freight & Transportation charges and installation charges etc. Use separate sheet for detail description, specification of the item, Price breakup for the item(s) mentioned in technical specification but prices should be quoted in the same format.
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: _____ **Date:**

Annexure – I

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the TATA INSTITUTE OF FUNDAMNETAL RESEARCH HYDERABAD (hereinafter called “THE TIFR”) having agreed under the terms and conditions of Purchase Order No.....

dated made between. TIFR...and M/s . (hereinafter called “ the said Contractor{s}”). For the Purchase Order(hereinafter called “the saidPurchase Order”) having agreed

to production of an irrevocable bank Guarantee for Rs.

.....Fromthe contractor(S) for compliance of his obligations in accordance with the terms and conditions in the said Purchase Order , we

.....(indicate the name of the Bank) (here in after referred to as “the Bank”) hereby undertake to pay to the TIFR an amount not exceeding Rs.(Rs..... only) on demand by the TIFR.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees..... only).
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 or proceeding pending 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 ofthe said Purchase Order and that itshall continue to be enforced till allthe 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 conditions 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 omission 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 relieving us.
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 tounless 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 (indicate the
..... for
name of Bank)

