

## बिड दस्तावेज / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-02-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-02-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Tata Institute Of Fundamental Research Hyderabad
कार्यालय का नाम/Office Name	Hyderabad
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Supply, installation and commissioning of Liquid Cooled Workstation for NMR group at TIFR Hyderabad
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	AMD EPYC 9555 Turin architecture processor based liquid cooled workstation
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Fixed Computer Workstation</li> <li>Servers (V2)</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	11 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज/Document required from seller	Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

### बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	45400

### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

Administrative Officer

TIFR Hyderabad Hyderabad, Department of Atomic Energy, TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD, PMO

(Tata Institute Of Fundamental Research Hyderabad)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

### **Supply, Installation And Commissioning Of Liquid Cooled Workstation For NMR Group At TIFR Hyderabad ( 1 Unit )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity



क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	J Rathna	500019,Sy No 36/P Gopanpally Village, Serilingampally Mandal, Ranga Reddy District, 500046	1	56

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NOTE TO BIDDERS:

PLEASE NOT THE FOLLOWING:

NOTE:

Please refer the tender document for reference in PDF

\* 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. Certificate of Local Content- Attachment of Annexure - C.

4. Audited Annual Turnover Certified by CA - Attachment of Annexure - D

5. 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 - C. 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.

6. Undertaking by the bidder as per Clause 12 of tender terms and conditions in letter head duly signed and stamped.

7. 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 - F**

1. 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.

2. After scrutiny of Technical Bids, Financial bids of only those bidders who are shortlisted on technical basis will be opened at on later date.

3. 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.

**4. Tender Fee:**

Tender fee of Rs. 00 (USD 00)

**5. Bid Security / EMD (Earnest Money Deposit):**

Earnest Money Deposit (EMD) for Rs. 45,400.00 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 amends or 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.

6. 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).

7. 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.

8. 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.

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

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

11. All future corrigendum will be published in GEM/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.

**12. 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.

**13. 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 submit 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.

14. **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.

15. **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.

16. **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.

17. 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.

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

19. **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



a cost to the purchaser. (if required by TIFR Hyderabad).

20. 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.

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

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

23. 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.

24. **Delivery Period:** Within 8 Weeks from the date of release of Purchase Order. The Material should be delivered in single Lot. Part shipment not permitted.

25. **Installation Period:** The Installation should be completed within 4 Weeks from the date of receipt of the material at TIFR Hyderabad.

**26. 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.

## 27. 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.

## 28. Eligibility Criteria:

i) The invitation for bids is open to Original Manufacturers (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.

## 29. 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.

30. 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.

31. 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.

## 32. 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) bid

ders 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.

33. 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.

34. 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).**

**35. 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

**36. 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.

**37. 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](mailto: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.

38. 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.

39. 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 Bid Opening.

**40. 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 interest position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

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 the bid.

42. 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.

43. 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 thereby 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.

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

**45. 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.

**46. 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.

47. 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.

48. 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.

49. 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.

50. 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;"

#### 51. 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.

52. 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>

### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in



the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा। In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

**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](http://www.tifrh.res.in)

ई-मे /Email: [purchasegroup@tifrh.res.in](mailto:purchasegroup@tifrh.res.in)  
तारीख /Date: 13-01-2026

Notice Inviting Tender cum Tender Document (Two Part GEM Bidding) for the following items:

**Supply, installation and commissioning of AMD EPYC 9555 Turin architecture processor based liquid cooled work station as per Annexure-A. As per technical specifications in Annexure A.**

प्रकाशन की लतिल / Date of Publishing	13-01-2026
प्री-लबड मीलटंग की लतिल / Pre-Bid Meeting Date	20-01-2026 at 11.00 Hrs. (Through ZOOM-Zoom link details please visit our website <a href="https://www.tifrh.res.in/tender/">https://www.tifrh.res.in/tender/</a> / Direct Visit at TIFR, Hyderabad premises)
लनलवदा शुल्क/ Tender Fees	Rs. 00 (USD 00)
ईएमडी / EMD (Earnest Money Deposit)	Rs. 45,400.00
अनुमालनत मूल्य / Estimated Cost (Estimated cost up to TIFR, Hyderabad premises inclusive of all applicable charges, taxes, duties etc.)	Rs. 22,70,000.00
बोली जमा करने की अंतिम तिथि / Last Date for Submission of Bid	04-02-2026 upto 13.00 Hrs.
बोलियाँ खोलने की तिथि (भाग ए)/ Date of Opening Bids (Part A)	04-02-2026 at 15.00 Hrs.

## ANNEXURE – A

### Supply, installation and commissioning of AMD EPYC 9555 Turin architecture processor based liquid cooled workstation

#### 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.	<p>The OEM/bidders should have minimum three successful installations at Government/ Public/ Private Research organizations /institutions /Manufacturing industries using architecture and technologies similar to those being proposed in their quotation against this tender across the country within the last five years.</p> <p>In addition, the following condition should also be satisfied.</p> <ul style="list-style-type: none"><li>• At least one installation of minimum 80% or</li><li>• At least two installations of each 60% or</li><li>• At least three installations of each 40% of the tender value</li></ul> <p>Purchase order with final commissioning report with the mention of compute architecture details duly signed by customer should be submitted with the technical bid. The contact details of the customer's technical person should be provided. TIFR-H may independently contact them to verify the claim.</p>		
2.	<p>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 and bidder who is responsible for all issues between TIFR-H and the OEM.</p>		
3.	<p>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.</p>		



4.	The Bidder/OEM should have a registered office with service center with L1/L2 engineers stationed within 1000 KM radius from TIFR Hyderabad in the relevant field of quoted item and they should be able to provide next business day onsite support. Documentary proofs for the same should be enclosed.		
5.	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.		
6.	The complete proposed solution must have all encompassing comprehensive onsite warranty of 3 years duration which includes hardware, software, firmware, software updates, etc., If the hardware replacement process takes more than two days, the bidder/OEM should provide a standby hardware till the replacement is made.		
7.	Products offered should have official OEM support for next five years from the date of acceptance of installation.		
8.	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 document in excel format should also be submitted.		
9.	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.		
10.	The complete hardware should be factory integrated and tested at the OEM factory. Any alteration in a configuration outside the OEM factory is not allowed.		

## Annexure – B

### Scope of work includes the following

Supply, installation and commissioning of AMD EPYC 9555 Turin architecture processor based liquid cooled work station as per the specifications below

Computer Hardware			Make/Model/Remark to be filled by the Vendor		
S.No	Description	Qty	Make & Model	Compliance Yes/No	Remarks
1	<b>Liquid Cooled Workstation</b>	1 No			
	2 x AMD EPYC 9555 64 Cores, 3.2 GHz Processor with suitable enterprise Motherboard and closed loop liquid cooling for CPUs				
	Minimum 384 GB ECC RAM or better. RAM speed should be the maximum memory speed supported by the quoted CPUs.				
	2 x 1.92 TB Enterprise SATA SSD in RAID 1				
	2 x 7.68 TB Enterprise SATA SSD in RAID 1				
	1 x Nvidia A400 4 GB GPU				
	2 x 1 G Ethernet, 2 x 10 G SFP+ ports				
	1 x IPMI 2.0 or equivalent with KVM and media over LAN features				
	Preferred Form factor – 5U Tower and rack convertible server with rack mounting kit and peripherals				
	24” LED Monitor, Wireless Keyboard & Mouse combo				
	Operating System – Open source latest stable Alma/Rocky Linux Scheduler and Accounting - Slurm				
	Application Software – NMR Simpson, NMR Pipe, etc.,				
	Benchmarking – As a part of commissioning, the bidder should demonstrate HPL linpack performance and run the test for 48 hours to show the sustained temperature. Additionally, the bidder should install and run the user provided NMR codes and provide satisfactory				

	results for the same.				
	80 Plus platinum or better (preferably redundant) power supply with required power cables.				
<b>2</b>	<b>Warranty, Support, Terms &amp; Conditions</b>	<b>1</b>			
<b>2.1</b>	<b>Comprehensive onsite hardware and software warranty for 3 Years</b>	<b>1</b>			
	The entire proposed solution must be factory integrated, tested, validated and certified in the bidder/OEM site. The bidder shall facilitate a pre-dispatch inspection for the TIFRH technical committee members at their factory, if deemed necessary. The supplier is responsible for arranging and covering all expenses related to the boarding, lodging, and travel of TIFRH's members. Additionally, a comprehensive pre-dispatch inspection report, including the serial numbers of all parts, must be submitted to TIFRH, irrespective of whether a physical inspection takes place.				
	Faulty parts should be replaced by NBD (Next Business Day).				
	Itemized price list of each hardware item, software bundle and service and warranty to be given separately and clearly.				
	TIFRH reserves the right to increase or decrease the quantity of quoted items according their necessity and requirement.				
	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.				
	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 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.				
	Delivery period will be 8 weeks from the date of purchase order. Once delivered to onsite, the installation, commissioning and acceptance testing period will be within 4 weeks from the date of delivery of equipment. Delay in delivery will have 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.				



**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. Certificate of Local Content- Attachment of Annexure - C.
4. Audited Annual Turnover Certified by CA - Attachment of Annexure - D
5. 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 – C. 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.
6. Undertaking by the bidder as per Clause 12 of tender terms and conditions in letter head duly signed and stamped.
7. 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 – F**

**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. 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.

2. After scrutiny of Technical Bids, Financial bids of only those bidders who are shortlisted on technical basis will be opened at on later date.

3. 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.

**4. Tender Fee:**

Tender fee of Rs. 00 (USD 00)

**5. Bid Security / EMD (Earnest Money Deposit):**

Earnest Money Deposit (EMD) for Rs. 45,400.00 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.

6. 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).

7. 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.

8. 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.

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

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

11. All future corrigendum will be published in GEM/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.

**12. 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.

**13. 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 submit 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.

**14. 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.

**15. 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.

**16. 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.

17. 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.

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

19. 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).

20. 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.

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

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

23. 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.

**24. Delivery Period:** Within 8 Weeks from the date of release of Purchase Order. The Material should be delivered in single Lot. Part shipment not permitted.

**25. Installation Period:** The Installation should be completed within 4 Weeks from the date of receipt of the material at TIFR Hyderabad.

**26. 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.

**27. 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.

**28. 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.

## 29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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).**

**35. 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

**36. 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.

**37. 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](mailto: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.

38. 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.

39. 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 Bid Opening.

#### **40. 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.

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 the bid.

42. 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.

43. 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.

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

#### **45. 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.

**46. 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.

47. 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.

48. 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.

49. 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, it's 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.

50. 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;"

51. 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.

52. 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-C

### 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 – D

**Supply, installation and commissioning of AMD EPYC 9555 Turin architecture processor based liquid cooled work station 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 – E**  
**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.**

### **Annexure – F**

**Financial Bid for Supply, installation and commissioning of AMD EPYC 9555 Turin architecture processor based liquid cooled work station.**

**(Part – B)**

### **Annexure – F**

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 AMD EPYC 9555 Turin architecture processor based liquid cooled work station .  1. Liquid Cooled Workstation -1 Qty  2. 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 – G

### 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 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 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 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 (indicate the  
name of Bank)