The Director, Indian Institute of Astrophysics invites Quotations/Bids from reputed firms for following/specification. Hence the firm(s) interested in offering bids should have executed similar items/works.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Quantity</th>
<th>E.M.D (refundable)</th>
<th>Tender Fee (non-refundable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>GPU SERVER – DUAL PROCESSOR SERVER WITH GPU CARDS (As per specification and Sizes in the Annexure I)</td>
<td>01 No.</td>
<td>37,500/-</td>
<td>300/-</td>
</tr>
</tbody>
</table>

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**Note:** The Tender documents with Specification details are available on IIA website [www.iiap.res.in/tenders.htm](http://www.iiap.res.in/tenders.htm). Hence the interested tenderers may at their option download the same from our website (as no hard copies of Tender documents is/are provided from this office) and submit their offer along with EMD (refundable) & Tender fee (non-refundable) prescribed therein, only in the form of Demand Draft drawn in favour of Director, IIA. However, your offer with bid should be superscribed in an envelope mentioning the tender notice no., Date of opening, and submit the Bid in a sealed envelope addressed in favour of Director, Indian Institute of Astrophysics, Bangalore – 560 034.

02. The firms who fulfill the following requirements shall be eligible to submit their bid. Joint ventures are not acceptable.

(a) Tendering Company shall be professionally managed and equipped with facility for the supply and maintenance of tendered items.

(b) The tenderers should have completed, in the last 3 financial years (i.e., current year and two previous financial years) at least one similar single work for a minimum value of Rs.9 lacs.

(c) The total contract amount received during the last 3 financial years, and the current financial year should be minimum of 150% of the above mentioned value. The tenderer should submit Audited Balance Sheet duly certified by the chartered accountant to this effect. They should also submit Bankers Solvency Certificate to a minimum of Rs.15 Lacs.

(d) The Private Body Contractor shall be required to produce the TDS Certificate indicating the Income Tax deducted by the client for the execution of similar items, completed individually of value not less than Rs.15 Lacs.

03. The Bid supported by the above information should be submitted in Sealed envelope duly superscribed with the name of work/item. The completed Bid will be received by this office **upto 15.00 Hrs. latest by 17th February 2011.**

04. If any information furnished by the tenderers is found incorrect at a later stage, the firm shall be liable to be debarred from tendering and taking up of work in IIA. The Institute reserves the right to verify the particulars furnished by the tenderers.

05. The interested tenderers may contact Dr. S.P.K. Rajaguru (Ph.No.25530672 Ext:305) to discuss Technical Clarification and Shri. Y.K. Raja Iyengar (Ph.No.25530672, Ext:244) for Commercial Clarification, if any, with prior permission on or before 7th February 2011, before submitting bids.

06. The firms should submit the bid superscribed along with Tender fee of prescribed amount **upto 15.00 Hrs. Latest by 17th February 2011.** The Bids will be opened in presence of the bidders or their authorized representatives at **15.30 Hrs. on 17th February 2011.**
07. Incomplete bids are liable for rejection.

08. Late / delayed offer will not be considered.

09. IIA is not responsible for any delay / loss of documents in transit.

10. No bids will be considered if prescribed Tender Fee and EMD is not found with the bid.

11. The offer should be valid for a minimum period of 120 days from the date of opening of bid.

12. IIA reserves the right to reject any or all tenders without assigning any reasons.

Administrative Officer
IIA, Bangalore-34
M/s.

Dear Sirs,

The Director, Indian Institute of Astrophysics, Bangalore invites Sealed Tenders for the supply of Stores detailed in the Tender Form hereto annexed. The Tender Terms enclosed are also may be noted carefully. If you are in a position to quote for the supply in accordance with the requirement, please submit your quotation in the attached Tender Form also.

Your Tender must reach this office on or before the date and time indicated in the Tender Schedule.

Thanking you,

Yours faithfully,

P.Kumaresan

Admn. Officer

Encl: as above.
TENDER FORM

FROM:

TO

THE DIRECTOR,
Indian Institute of Astrophysics,
Bangalore-560 034.

Sir,

I/We hereby offer to supply the stores indicated below at the price hereunder quoted and agree to hold this offer open till ___________. I/We shall be bound to supply the store hereby offered upon the issue of the Purchase Order communicating to the acceptance thereof on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of such stores. I/We not withstanding that the offer in this tender has not been accepted in whole, shall be bound to supply such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of the item(s)</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Dely. Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>02.</td>
<td>GPU SERVER – DUAL PROCESSOR SERVER WITH GPU CARDS (As per specification and Sizes in the Annexure I)</td>
<td>01 No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Place at which the Delivery is required : At IIA, 2nd Block, Koramangala, Bangalore - 560034.

Date by which the supplies are required : Within 30 days from the date of receipt of Purchase order.

2. I/We have understood the items of the tender annexed to the invitation to this Public Tender and have thoroughly examined the specifications/drawing and/or pattern quoted or referred to herein and/are fully aware of the nature of the stores required and my/our offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the Purchase Order, if communicated on the acceptance of this tender either in whole or in part.

Date: 

Signature and seal of Tenderer
Supply and installation of

Dual Processor Server with 4 GPU Cards

Request For Proposals
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3 Technical Specifications 4
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10 Part 2: Financial Bid 13
Calender of Events

• Issue of Request for Proposals < rfp\^date >

• Clarification Meeting: < clarification-date >

• Last date for submitting proposals: < rfp\end\date >
1 Introduction

Indian Institute of Astrophysics is the country's premier research institution devoted to studies in astronomical sciences and related areas. Its aim has been to promote, guide and conduct research in all branches of astrophysics - from studies of the Sun and the solar system to exploration of the farthest reaches of the visible universe populated by galaxies and clusters of galaxies. IIA has established and maintains major astronomical observatories in the country, trains personnel and motivates them to take up research in astrophysics, fosters national and international collaborations in the fields of astronomy and astrophysics and disseminates knowledge and information on astronomy and astrophysics as widely as possible. Its activities have grown many fold and its efforts are directed towards developing multi-wavelength capabilities. IIA has its own optical, infrared and radio facilities and it has just completed the installation of a high altitude gamma-ray array in Hanle. The Institute is a major participant in the ASTROSAT mission, ISRO's first fully dedicated astronomy satellite, and has taken the full responsibility of developing its ultraviolet payload. IIA's main campus is located in Bangalore in the southeastern part of the city. The observational facilities are spread across the length of the country, in four major field stations - Hanle (Ladakh, Jammu and Kashmir), Gauribidanur (Karnataka), and Kavalur and Kodaikanal (Tamilnadu). The Hosakote campus in the Bangalore Rural District houses the Centre for Research and Education in Science and Technology (CREST). The website www.iiap.res.in has more details of the range of IIA's activities.

2 Background

This RFP here addresses a novel and affordable alternative to high-cost computing needs that have been normally associated with 'high performance computing' (HPC): current trends in this field now focus on Graphics Processor Unit (GPU) based computing, which had conventionally been restricted to graphics display computing and manipulations. GPUs have evolved into programmable, highly parallel computational units with very high memory bandwidth. GPU designs are optimized for the computations found in graphics rendering, but are general enough to be useful in many data-parallel, compute-intensive programs common in HPC. In this RFP we give a detailed technical description and requirements of the GPU-based Computing Server.

The institute is presently in the process of evaluating a proposal to install a state-of-the-art 20 node cluster (480 logical processing core, which will have a computing power of 2.4TFlops. Each node of this proposed cluster is chosen to have 2 additional PCIe slots that can host 2 NVIDIA Tesla GPU cards, which are the same as those in the high-performance GPU machine, whose configuration and design are proposed here in this RFP. This stand alone GPU machine would have a computing power of more than a TFlop but only at a small fraction of the cost of the HPC cluster, and hence a successful utilisation of this proposed GPU machine would pave way for augmenting the cluster nodes with GPU cards and about 10 fold increase in the computing power of the HPC cluster.

3 Technical Specifications

Technical requirements for the server are listed below.

INDEPENDENT INSTITUTE OF ASTROPHYSICS reserves the right to increase/decrease the specified quantities of any item(s) given in the tender. It also reserves the right to revise the technical specifications at any point of time, with notification to the vendors.

1. The preferred operating system is any stable flavour of Linux.
2. The proposed solution should have single point system monitoring and control features.
3. Vendors are requested to submit, along with the technical bid, benchmark data carried out on a single node of specifications given below, for the following codes on the platform that they are proposing.
   - HPL in double precision both sequential and parallel.
   - Vendors may be asked to run additional codes utilising the GPU cards

All relevant details concerning these codes, including contact persons for technical queries or assistance, will be posted at the IIAP website, at http://www.iiap.res.in/rfp/benchmark.html. In all the above applications, single CPU performance and multiple CPU performance data (MPI) parallel runs must be submitted.
4. Vendors must include all details of space, power, and cooling requirements for their proposed solution. Heat generated by the machines in standard units for peak and sustained load conditions must be mentioned.

5. The technology road map for the proposed solution should be provided.

6. Installation of software(s) is an optional add on. Pricing information for this component should be given separately. Details should be given as per the following categories:
   - Compilers. Intel compilers are preferred.
   - PGI Fortran compiler which includes CUDA Fortran and PGI accelerator
   - Libraries inclusive of LAPACK and BLAS. This should include MKL and VTUNE.

7. If multiple options are available satisfying the basic specifications and offer different price/performance advantages, the vendors may submit more than the options given below, in separate and clearly marked quotations.
### 3.1 Hardware: Dual Processor Server with 4 GPU Cards

<table>
<thead>
<tr>
<th>S.No</th>
<th>Item Specification</th>
<th>Qty</th>
<th>Model, Make and Deviations, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Dual Processor Server with 4 GPU Cards</strong>&lt;br&gt;CPU: 2 x Intel Xeon X5670 Processor (six cores, 2.93 GHz, 6.4 GT/s, 12 MB L3 cache)&lt;br&gt;Chipset: Intel 5520&lt;br&gt;Memory: 48 GB (12 x 4GB) ECC 1333 MHz DDR3 dual ranked RDIMMs (for two processors) should be used. Expandable. Optionally UDIMMs.&lt;br&gt;Storage: 2 x 1TB 7.2K RPM NLSAS RAID 1 HDD. Access speed and cache size should be specified. Optionally CD/DVD Drives.&lt;br&gt;NIC: Dual 10/100/1000 Mbps Ethernet&lt;br&gt;Infiniband: Populated with QDR Cards&lt;br&gt;Ports: 1 Serial, at least 4 USB 2.0, 2 x Network, 1 x Infiniband, 1x Management, 1 x Video.&lt;br&gt;Expansion Slots: Full technical details should be given about the PCI-slots provided.&lt;br&gt;GPU: 1 x NVIDIA Tesla (Fermi) M2070Q and 3 x NVIDIA Tesla (Fermi) M2070&lt;br&gt;Graphics: ATI ES1000 with 32MB or more, or equivalent.&lt;br&gt;Management: IPMI 2.0 compliant with dedicated port.&lt;br&gt;Chassis: 4U rack mountable. Blade or other chassis may be quoted. Rails and other items for mounting the chassis on a rack must be provided.&lt;br&gt;Power Supply: Please mention efficiency and rating of the power supply. Efficiency should at least be 85% at 100% load</td>
<td>1 unit</td>
<td></td>
</tr>
</tbody>
</table>
Power: Please give complete details of power requirements of the server with a breakup in terms of individual components. You may assume that the CPUs will work at full throttle and all of memory will be in active use all the time. You may assume that the hard disk will be idle most of the time.

Cooling: Please give an estimate of cooling required. This may be in terms of cold air flow per minute. If this is not given then we will estimate cooling based on power dissipation within the system.

Note: Parties must mention make & model no. of the Equipment, with detail specification (on separate sheet). Otherwise their tender will not be accepted.

All the items specified in the tables above should be with minimum 5 year onsite full comprehensive free warranty.

4 Scope of Work

The installation of Dual Processor Server with 4 GPU Cards will be at the Indian Institute of Astrophysics, Koramangala, Bangalore.

The scope of the work includes Supply, Installation and Testing of the whole system. Warranty period will start from the date of successful installation, as certified by the competent authority of IIA, of all the items at site.

The supply and installation of the Dual Processor Server with 4 GPU Cards shall be made by the vendor within 6 weeks from the date of issue of the purchase order by INDIAN INSTITUTE OF ASTROPHYSICS to the vendor. All the deliveries should be on CIF basis up to INDIAN INSTITUTE OF ASTROPHYSICS, KORAMANGALA, BANGALORE. If any loss or damage occurs in transit then it will be the responsibility of the supplier to make good the loss, within the time stipulated in the tender/purchase order for installation. The vendor may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company.
5 Eligibility Criteria of Vendor

The bidder must attach the experience for Supply & Installation of servers that utilise GPU cards for high performance scientific computing during the last 3 financial years in State Government or Govt. of India Department(s) or Reputed Organisation(s) (in Nos. and Value). Please attach a list of clients.

Bidders shall submit general information about the Company in the following format:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Company :</td>
</tr>
</tbody>
</table>
| 2. | Full Address of the Company along with :  
Telephone Number  
Fax Number  
Email Address |
| 3. | Local Address of Company, if any, for communi- :  
cation |
| 4. | Are you a manufacturer or dealer/re-seller : Annual turn over in last 3 financial years in Rs. : Crores.  
5a. | i. 2007-2008  
ii. 2008-2009  
iii. 2009-2010 |
| 5b. | Supply & Installation of equivalent to our ten- :  
dered DUAL PROCESSOR SERVER WITH 4  
GPU CARDS during last 3 years in State or Cent  
ral Govt of India Departments/ Reputed Organisations (in Nos and Value). Please attach list of clients. |
| 5c. | Trade Tax/ Sales Tax Registration No. with place. : |
| 5d. | Income Tax Registration with place. : |

6 Expected Deliverables and Acceptance Criteria

The Vendor should provide facility for basic testing and performance verification of the machine after installation. Inspection shall be done by our scientists/engineers.

All relevant test reports and operational/maintenance manuals should be provided.

All the items to be supplied should be new, of good quality and standard and as per the technical specifications (section 3) mentioned in this document.

The vendor will provide operational manuals, OEM documents for peripherals, set of diagnostics to test all the sub-systems etc. along with the systems.

The supply and installation of the Dual Processor Servers shall be made by the vendor within 8 weeks from the date of issue of the purchase order by INDIAN INSTITUTE OF ASTROPHYSICS to the vendor. All the deliveries should be on CIF basis up to INDIAN INSTITUTE OF ASTROPHYSICS, KORAMANGALA, BANGALORE. If any loss or damage occurs in transit then it will be the responsibility of the supplier to make good the loss, within
the time stipulated in the tender/purchase order for installation. The vendor may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company.

If delivery/installation of the item is not made within above stipulated period, the compensation will be payable for non-adherence to the committed delivery/installation schedules by the vendor to INDIAN INSTITUTE OF ASTROPHYSICS as follows:-

• 0.1% of the total order value per week of delay in supply of Dual Processor Server with 4 GPU cards, subject to maximum of 2.5% of total order value.

INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to cancel the total/part purchase order, if the delivery gets delayed more than 1 week from the stipulated period of 6 weeks given in the Purchase Order. Penalty as mentioned in clause 10 of Contract and General Terms and Conditions (section 8) shall however be applicable even if the order is canceled in part or full. INDIAN INSTITUTE OF ASTROPHYSICS shall have no responsibility what-so-ever for any damages sustained by the vendor due to cancellation of the purchase order. In case of cancellation, the Earnest Money Deposit of the said vendor will be forfeited by the Institute.

INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

If the installation of the items at site gets delayed from the stipulated period given above and to be given in the Purchase Order, then INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to cancel the order and forfeit the balance payment, if any, due to the supplier for the items supplied against the purchase order.

7 Expected Time Schedule
Supply, assembly, configuration, testing and commissioning should be completed within 3 months after acceptance of the offer.
8 Contract and General Terms and Conditions

1. Authorized manufacturers/dealers/resellers are allowed to take part in the bid for the supply and installation. Bid should be accompanied by proofs that the vendor is authorized dealer/reseller of manufacturer. Authorization letter specific to this tender should be attached with the technical bid.

2. The earnest money deposit of Rs.250,000.00 (Two and a Half Lakhs Only) should be enclosed along with the terms & conditions and technical bid duly signed and stamped in the form of Account Payee Bank Draft/Bank Guarantee payable on any branch of Nationalised/Schedule Bank at Bangalore in favour of "Director, Indian Institute of Astrophysics, Bangalore" in a separate sealed envelope. No exemption in earnest money shall be given. All tenders submitted without requisite amount of earnest money shall be rejected and their technical and financial bids shall not be opened.

3. The bids submitted by the vendors should be valid for a minimum period of 90 days from the date of the opening of tender and the prices should be valid till execution of purchase agreement.

4. The sealed envelope containing "Terms & Conditions", "Technical Bid" and "Financial Bid" on prescribed tender document of the Indian Institute of Astrophysics, Bangalore should reach the Director, Indian Institute of Astrophysics, Bangalore on or before <deadline> upto 3:00 p.m. otherwise the tender will not be accepted.

5. The sealed envelope of the bidders containing "Terms & Conditions" and "Technical Bid" shall be opened on <opening-date> at 4:00 p.m. The Part -2 "Financial Bid" of only those parties who qualify in Part -1 will be opened on a later date. The date of opening will be informed to each qualified party separately.

6. The supply and installation of the Dual Processor Servers shall be made by the vendor within 6 weeks from the date of issue of the purchase order by INDIAN INSTITUTE OF ASTROPHYSICS to the vendor. All the deliveries should be on CIF basis up to INDIAN INSTITUTE OF ASTROPHYSICS, KORAMANGALA, BANGALORE. If any loss or damage occurs in transit then it will be the responsibility of the supplier to make good the loss, within the time stipulated in the tender/purchase order for installation. The vendor may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company.

7. All the items to be supplied should be new, of good quality and standard and as per the technical specifications mentioned in technical bid document.

8. The vendor will provide operational manuals, OEM documents for peripherals, set of diagnostics to test all the sub-systems etc. along with the systems.

9. The installation of Dual Processor Servers will be at the Indian Institute of Astrophysics, Koramangala, Bangalore.

10. If delivery/installation of the item is not made within above stipulated period, the compensation will be payable for non-adherence to the committed delivery/installation schedules by the vendor to INDIAN INSTITUTE OF ASTROPHYSICS as follows:-

   0.1% of the total order value per week of delay in supply of Dual Processor Server with 4 GPU Cards, subject to maximum of 2.5% of total order value.

11. INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

12. If the installation of the items at site gets delayed from the stipulated period given above and to be given in the Purchase Order, then INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to cancel the order and forfeit the balance payment, if any, due to the supplier for the items supplied against the purchase order.

13. The prices quoted in the technical/financial bid should be inclusive of power cables, interface cables, packing, forwarding, freight upto Indian Institute of Astrophysics, Koramangala, Bangalore, transit insurance from supplier godown to Indian Institute of Astrophysics, Koramangala, Bangalore and installation charges at sites. Tax, if applicable, should be quoted separately at the appropriate columns provided for them in the technical/financial bid (INDIAN INSTITUTE OF ASTROPHYSICS is exempted from Excise Duty).
In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by either party on production of requisite proof.

Payment for the items to be supplied by the vendor against the purchase order shall be made by INDIAN INSTITUTE OF ASTROPHYSICS as follows:- (In case of import material will be imported in the name of INDIAN INSTITUTE OF ASTROPHYSICS and same payment terms will be applicable) 80% of the total payment will be released on receipt and verification of material. Remaining 20% of the total payment will be made after satisfactory installation and commissioning of the servers.

Payment shall be released on receipt of the original bills in triplicate complete in all respect and original delivery challans of all the items duly signed and stamped by the authorized representative of the user department.

Agency commission, if any, included in the price should be explicitly stated. Agency commission will be paid to the Indian agent in Indian Rupees only after installation and commissioning.

Complete Dual Processor Servers will carry minimum three years on site comprehensive warranty. Options for extending the warranty and maintenance over a 5 year period should also be included. Warranty period will start from the date of successful installation, as certified by the competent authority of IIAP, of all the items at site.

Parties should specify the make and model of each Item along with all other details.

The tender must be submitted on the prescribed tender document issued by the INDIAN INSTITUTE OF ASTROPHYSICS. Any other technical details required to supplement the information quoted in the prescribed tender document may please be attached separately. The information asked in the tender document should be given at the place provided for it in the tender document. The tenders in which information is not given at the place provided for it or not in the similar format given in the tender document may be rejected.

All the documents required should be submitted along with the technical bid of the tender only.

Printed conditions of the vendor submitted with the tender will not be binding on INDIAN INSTITUTE OF ASTROPHYSICS.

The documents containing bids shall be free from cutting and erasures. However, alterations, if any, in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.

The tenders submitted by telex/telegrams/fax/email will not be considered. No further correspondence will be entertained on this matter.

INDIAN INSTITUTE OF ASTROPHYSICS will not be responsible for any delay in downloading the tender document from the INDIAN INSTITUTE OF ASTROPHYSICS website or submission of the completed tender document to INDIAN INSTITUTE OF ASTROPHYSICS. IIAP is not responsible for any delay/loss of documents in transit.

The registration number of the firm along with the CST/U.P.T.T. No. allotted by the sales tax/trade tax authorities and I.T. registration number (P.A.N.) along with the place of registration should invariably be given along with the technical bid.

Tender will be rejected, if technical specifications offered by the firm in the bid differ from that of financial bid.

Tender not conforming to any or all the above terms and conditions will be rejected.

Incomplete tenders are liable to be rejected.

INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to increase/decrease the specified quantities of any item(s) given in the tender. It also reserves the right to revise the technical specifications at any point of time, with notification to the vendors.

INDIAN INSTITUTE OF ASTROPHYSICS reserves the right to reject any or all the tenders without assigning any reason whatsoever. INDIAN INSTITUTE OF ASTROPHYSICS would not be under any obligation to give any clarifications to those vendors whose tenders have been rejected.

All disputes are subject to Bangalore jurisdiction.
9 Further Information/Clarifications

For further information/clarification in this respect, please contact Dr. Rekhesh Mohan (e-mail: reks@iiap.res.in) or Dr. S.P. Rajaguru (e-mail: rajaguru@iiap.res.in). Only e-mail inquiries will be entertained. Drs. Rajaguru and Rekhesh Mohan will also be available for discussions on technical aspects in person on discussion dates between 2:00pm and 5:30pm. Non technical queries will not be entertained.
## 10 Part 2: Financial Bid

<table>
<thead>
<tr>
<th>S.No</th>
<th>Systems</th>
<th>Qty</th>
<th>Unit price including all taxes, customs duty, clearing and forwarding charges, installation and warranty charges on CIF basis upto IIAP, Koramangala, Bangalore, service charges, installation and warranty charges in INR.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a.</td>
<td>Dual Processor Server with 4 GPU Cards</td>
<td>1 unit</td>
<td></td>
</tr>
<tr>
<td>1b.</td>
<td>PGI Fortran compiler with CUDA Fortran and PGI accelerator</td>
<td>As % of basic price</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Excise Duty included in the quoted price</td>
<td>As % of basic price</td>
<td>(Excise duty exemption certificate will be issued)</td>
</tr>
<tr>
<td>3.</td>
<td>Any other charges included in the quoted price</td>
<td>As % of basic price + excise duty</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Trade tax/Sales tax (no sales tax concession form will be issued)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Any other levies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Single 5 Year Extended Warranty Charges</td>
<td>As %</td>
<td></td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS:

a.) The term 'Purchaser' shall mean the Director, Indian Institute of Astrophysics, Bangalore -560 034.

b.) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the contract.

c.) The 'Stores' shall mean that contractor agrees to supply under the contract as specified in the Purchase Order including erection Plants and machinery and subsequent testing, should such as condition be included in the Purchase Order.

d.) The terms 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf the Purchaser on the terms and conditions mentioned or referred to in the said communications accepting the tender or offer of the contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tenders, offering firm prices will be preferred, where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should variably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. DUTY EXEMPTION:

(a.) Excise duty exemption certificate will be provided if considered against the categories of items tendered, under the Govt. of India Notification No. 10/97 valid till 2011.

4. SECURITY DEPOSIT:

On acceptance of Tender, the Contractor shall, at the option of the Purchaser and within the period specified by him deposit with him in cash or any other form as the Purchaser may determine, Security deposit not exceeding ten percent of the value of the contract as the Purchaser shall specify. If the contractor is called upon by the purchaser to deposit 'Security' and the contractor fails to provide the security within the period specified, such failure shall constitute a breach of the contract and purchase shall be entitled to make other arrangements for the re-purchase of the stores contracted for at the risk of contractor in terms of sub-clause (ii) and (iii) of clause 10 (b) hereof and/or to recover from the contractor damages arising from such cancellation.

5. GUARANTEE AND REPLACEMENT:

a.) The contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material workmanship and performance.

b.) For a period of (12) twelve months or more according to the company after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty stores, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the store or any part thereof are faulty.

c.) If in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser provided the notice informing the contractor of the defect is given by the purchaser in this regard within the said 14 months from the date of acceptance thereof.

d.) Should the contractor fail to rectify the defects, the purchaser shall have the right to reject or replace at the cost of the contractor the whole or any portion of the defective stores.

e.) The decision of the purchaser, not withstanding any prior approval of acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects required renewal or replacement shall be final, conclusive and binding on the contractor.

f.) To fulfill guarantee conditions outlined in Clause 5(a) to (d) above, the contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with first shipment documents. On the performance and completion of the contract in all respects, the Bank Guarantee will be returned to the contractor without any interest.

g.) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at Purchaser's site.

h.) Even while the 12 months guarantee applied to all stores in case where a greater period is called forth by our specifications then such a specification shall apply; in such cases the period of 14 months referred to in Para 5(b) and (c) shall be 'asked for' guarantee period plus two months.
6. PACKAGING, FORWARDING AND INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packing shall be done by and at the expenses of the contractor. The Purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the Purchaser shall pay only for such stores as are actually received in good condition, in accordance with contract.

7. TEST CERTIFICATE:

Wherever required Test Certificate should be sent along with the relevant dispatch documents.

8. ACCEPTANCE OF STORES:

a) The Stores shall be tendered by the contractor for inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.

b) It is expressly agreed that the acceptance of stores, contracted for is subject to final approval by the Purchaser, whose decision shall be final.

c) If, in the opinion of the Purchaser all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at the price to be fixed by the Purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.

d) If the whole or any part of the stores supplied are rejected in accordance with Clause No.8(c) above, the Purchaser shall be at the liberty, with or without notice to the Contractor, to purchase in the open market at the expenses of the Contractor, stores meeting the necessary performance and quality contracted for in place of these rejected, provided that the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTION OF STORES:

Rejected stores will remain at the destination at the Contractor's risk and responsibility, if instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice or rejection, the Purchaser or his representative has, at his discretion the right to scrap or seal or consign the rejected stores to the Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at accruals.

10. DELIVERY PERIOD:

a.) The delivery period of the stores stipulated in the purchase order shall be deemed to be the essence of the Contract, and delivery must be completed on or before the specified dates/period.

b.) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either.

i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2% of the price of any stores which the contractor has failed to deliver as aforesaid for each month or part of a month, during which the delivery of such stores may in arrears, or

ii) to purchase elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of similar description (where other exactly complying with the particulars are not, in the opinion of the purchaser readily procurable, such opinion being final) without canceling the Contract in respect of the consignment(s) not yet due for delivery or,

iii) to cancel the contract or a portion thereof, and, if so desired to purchase or authorize the purchase of stores not so delivered or others of similar description (where other exactly complying with the particulars are not, in the opinion of the purchaser readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (i) and (ii) of clause 10 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that if the re-purchase, or if there is an agreement to re-provide shall not be made within (6) six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. It shall not be necessary for the Purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall without prejudice to the right of the purchase to recover damages for breach of contract by the Contractor.

11. EXTENSION OF DELIVERY TIME:

As soon as it is apparent that Contractor delivery period/dates cannot be adhered to, an application shall be sent by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the stores in proper time shall have arisen from any cause which the Purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final he may allow such additional time as he considers it to be justified by the circumstances of the case without prejudice to the Purchaser's rights to recover liquidated damages under clause 10(b)(i) and (ii)).
12. **PAYMENT**:

Contractor’s bill will be passed only after the stores have been received, inspected and accepted by the Purchaser for payment.

13. **RECOVERY OF SUMS DUE**:

Whenever there is breach of contract whether liquidated or not, money arising out of or under this contract against the contract, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole, the security deposited by the Contractor, if a Security is taken against the contract. In the event of the Security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claims, whether liquidated or not, against the Contractor under any other contract with the purchaser, the payment of all money payable under the contract to the Contractor including the Security Deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

14. **INDEMNITY**:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contact are free and clear of infringement of any patent, copy right or trade mark, and shall at all time indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all the means used by him for the fulfilment of contract.

15. **ARBITRATION**:

In the event of any question, dispute or difference arising under these conditions contained in the purchase order in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Institution or of some other person appointed by him. It will be no objection that the arbitrator is a Government Servant, that he has to deal with matter to which the Contract relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters in dispute binding on the parties of this Contract.

(a) **IT IS TERMS OF THIS CONTRACT**:

If the Arbitrator be the Head of the Institution, 

i) in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with the reference himself, or to appoint another person as arbitrator, or,

ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Institution, to appoint another person as arbitrator or,

(b) If the Arbitrator be a Person appointed by the Head of the Institution:

In the event of his death, neglecting or refusing to act, or resigning or being unable to act for any reason, it shall be lawful for the Head of the Institution either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making a publishing the award. The venue of Arbitration shall be the place as the Purchaser. In his absolute discretion may determine. Work under the contract shall if reasonably possible, continue during Arbitration proceedings.

16. **COUNTER TERMS AND CONDITIONS OF SUPPLIERS**:

Where Counter Terms and Conditions/printed or cyclostyled conditions have been offered by the Supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

17. **SECURITY FOR PURCHASER’S MATERIAL(S)**:

Successful Tenderer will have to furnish in the form of a Bank Guarantee or any other form as called for by the Purchaser towards adequate security for the materials/property for the due execution of the Contract.