**INVITATION TO TENDER**

**Our Ref. No.** GIRS 2019-000177-01

**Tender Due at** 14:00 hrs IST on 09/03/2020

Please submit your sealed quotation, in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. null)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of items with Specifications</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compute Node Servers for High Performance Computing Cluster. Specifications as per Annexure</td>
<td>Nos.</td>
<td>6</td>
</tr>
</tbody>
</table>

**Delivery At** IIRS, DEHRADUN

**Mode of Despatch** DOOR DLVRY

**Duty Exemptions** NIL

**Specific Terms**

(1) As per Annexure.

**VIVEK-AISHISH**

**PURS. & STORES OFFICER**

For and on behalf of the President of India

For and on behalf of the President of India
**INDENT ANNEXURE**

<table>
<thead>
<tr>
<th>INDENT NO: 2019000177</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Mounting type: 19&quot; Rack mountable with sliding rail kits</td>
<td>2. Processor: 2 Processor each of which must be Intel Xeon Gold @2.6 GHz and 12 Cores or better</td>
</tr>
<tr>
<td><strong>3.</strong> Memory: ECC RAM, &gt;=128 GB, DDR4 @2400Mhz or better</td>
<td><strong>4.</strong> Hard Disk: 4TB with SAS configured in RAID 5</td>
</tr>
<tr>
<td><strong>5.</strong> DVD/Optical Drive: Slim internal DVD ROM drive</td>
<td><strong>6.</strong> LAN: 2X 1 Gbe and 1x10 Gbe Ethernet Port</td>
</tr>
<tr>
<td><strong>7.</strong> Management Port: Dedicated system management port</td>
<td><strong>8.</strong> Infiniband Support: Dual port Infiniband FDR (56Gbps) adapter with cable of appropriate length</td>
</tr>
<tr>
<td><strong>9.</strong> Power Supply: Redundant dual Hot swap power supply (450W or more) and cooling fans; appropriate power cables; Should be at least 90% + efficient at 100% workload.</td>
<td><strong>10.</strong> Operating System: Licensed Red Hat Enterprise Linux 7</td>
</tr>
<tr>
<td><strong>11.</strong> Warranty: 3 Years Comprehensive on-site warranty with next day delivery</td>
<td><strong>12.</strong> Extended Warranty (Optional): Extended warranty for 3 years on yearly basis after completion of 3 years product warranty.</td>
</tr>
<tr>
<td><strong>13.</strong> Authorization: Bidder must submit authorization letter from OEM for the tender inquiry</td>
<td><strong>14.</strong> Additional License for cluster Manager: Bright Cluster Manager licenses for all nodes</td>
</tr>
<tr>
<td><strong>15.</strong> Specific Conditions:</td>
<td></td>
</tr>
<tr>
<td>a) In case of Hard disk Replacement hard disk will not be returned as per the IIRS/ISRO data policy</td>
<td></td>
</tr>
<tr>
<td>b) Detailed Bill of Material including Compute Node, Licenses &amp; other accessories like wire, I/O cable etc. needs to be provided</td>
<td></td>
</tr>
<tr>
<td>c) Plan/Process to be followed for integration with the existing Cluster at IIRS Dehradun must be submitted by the vendor</td>
<td></td>
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</tbody>
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**Purchase & Stores Officer**

Vivek Ashish

Purchase & Stores Officer

Indian Institute of Remote Sensing

Indian Space Research Organisation

Dehradun, India
ANNEXURE

TERMS & CONDITIONS

1. DEFINITIONS:

(a) The term 'Purchaser' shall mean the President of India or his successors or assignees.

(b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.

(c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

(d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

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 invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment for Indigenous Suppliers is “90% within 30 days and balance 10% after warranty or on production of Performance Bank Guarantee (PBG)”. The normal terms of payment for Foreign Suppliers is by Sight Draft, however, other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the below mentioned documents:

a) Original Bill of Lading / Airway Bill
b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
c) Packing List showing individual dimensions and weight of packages.
e) Test Certificate, if required.
f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
g) Warrantee and guarantee Certificate/s.
4. **IMPORTANT LICENCE:** Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2.

5. **DEMURRAGE:** Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6. **ADDRESS OF INDIAN AGENTS:**

7. **GUARANTEED TIME DELIVERY:** The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8. **INSPECTION AND ACCEPTANCE TEST:**

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9. **MODE OF DESPATCH:** Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. **PORT OF ENTRY:** New Delhi Airport.

11. **CONSIGNEE:** Purchase & Stores Officer, Indian Institute of Remote Sensing (IIRS), Dehradun.

12. **SHIPPING MARKS:** The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follows:

   PURCHASE ORDER NO. ................................
   DATED ..............................
   GOVERNMENT OF INDIA
13. INSURANCE OF THE STORES: The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:

14.1 The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

   a) If in the judgment of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
   b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

   a) Any completed stores.
   b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 19 until the stores are accepted.

16. REPLACEMENT: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION: In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to
rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may exercise the options as follows –

a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
b) terminate the Contract for default as provided under clause 14 above, or
c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser’s rights under clause 19.

18. EXTENSION OF TIME: If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES: If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED: The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

21. PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Trans-shipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:

- Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
- Invoice (3 copies)
- Packing List (3 copies)
- Test Certificate (3 copies)

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

22. ARBITRATION: If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

23. LANGUAGE AND MEASURES: All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

24. INDEMNITY: The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

25. 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.

26. SECURITY INTEREST: On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to
the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

27. **BANK CHARGES:** While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

28. **TRAINING:** The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

29. **APPLICABLE LAW:** The Contract shall be interpreted, construed and governed by the laws of India.

**INSTRUCTIONS TO THE TENDERERS**

1. The Tenderers are advised to read the Technical specifications, terms and conditions and other details carefully relating to the work contemplated in the Bid document and fully acquaint themselves as to all conditions and matters which may in anyway affect the work or cost thereof. The Tenderer shall be deemed to have known the nature, scope and magnitude of the work. Tenderer should bid only if he considers himself eligible and if it is in possession of all documents required as per the tender. The intending Tenderers are required to bid after carefully examining all instructions, eligibility criteria, forms, terms standards and specifications as per the tender document with full understanding of its implications.

2. If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document and processing fees, as applicable shall not be refunded. Offers which are not in compliance with the tender conditions will be rejected, without assigning any reasons thereof. Failure to furnish all requisite information or and/or documents shall result in repudiation of the Offer. Notwithstanding the foregoing, IIRS, Dehradun, reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of IIRS. In the event, the Tenderer's capability and capacity are found to be unsatisfactory; IIRS reserves the right to reject the bid, without assigning any reasons thereof.

3. This is a Two-Part tender viz., Techno-Commercial Bid (consisting of Technical Specifications, Commercial terms & conditions etc.) and Price Bid. Hence, quotation should be submitted in separate sealed covers super-SCRIING "Tender No. GIRS 2019000177-01, due on 09/03/2020 at 14:00 Hrs. (Techno-Commercial Bid)" and "Tender No. GIRS 2019000177-01, due on 09/03/2020 at 14:00 Hrs. (Price Bid)".

4. Both the sealed tenders (Techno commercial & Price bid) shall be kept in one big cover super scrib ing Tender for Compute Node Severs for High Performance Computing Cluster and shall be put in the Tender box available at IIRS Security Gate, or sent by post or courier within the due date & time prescribed.
6. The Techno-Commercial Bid should clearly include the technical details, scope of supply, instructions, drawings, pamphlets and catalogues, payment terms, delivery terms, delivery period, taxes and duties, warranty, guarantee, security deposit, performance bank guarantee etc. under separate heads. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection.

7. Please note that the price should NOT be indicated in the Techno-Commercial Bid. If any tenderer includes price of any nature in Part I (Techno-Commercial) of the tender, such offer shall be rejected without notice to the tenderer.

8. Tenderers are requested to explicitly quote the percentage of GST applicable with HSN Code.

(a) IIRS is eligible for partial exemption of IGST vide Notification No: 47/2017-Integrated Tax (Rate) dated 14/11/2017 and 45/2017-Central Tax (rate) dated 14/11/2017 issued by Dept. of Revenue, Ministry of Finance. Necessary Exemption Certificates will be issued on demand.

(b) IIRS is eligible for partial exemption of CGST and SGST vide Ministry of Finance, Department of Revenue Notification dated Notification No: 45/2017 dated 14/11/2017 and vide Govt. of Uttarakhand, Finance Section 8 Notification No. 973/2017/9(120)/IXXVII(8)/2017 dated 23/11/2017 and amendments issued from time to time. Necessary Exemption Certificates will be issued on demand.

9. Tender forms can be purchased from Purchase & Stores Section, IIRS Dehradun on all working days on payment of Rs. 560/- in the form DD drawn in favor of Pay & Accounts Officer, IIRS Dehradun payable at Dehradun or Tender Forms can be downloaded from www.iirs.gov.in. When tender forms are downloaded, DD for Rs. 560/- drawn in favor of Pay & Account Officer, IIRS Dehradun shall be attached alongwith Techno-Commercial Bid.

10. Only Techno-Commercial bid shall be opened on the date of tender opening. Price bid shall only be opened for technically qualified/suitable quote. For price bid opening Tenderers shall be intimated for due date and time of opening of price bids well in advance by IIRS. The bidders are allowed to attend the tender opening on the date and time of opening of Tender.

11. Tenders received after due date and time shall not be considered in any case. Therefore, please ensure that your tender is posted well in time to reach us before the due date and time.

12. Offers received through Fax/Email shall not be considered.

13. All the pages of your offer shall be signed by competent authority and affixed with your company's seal.

14. If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.
15. EMD of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand Only) to be submitted along with the Techno-Commercial Bid in the form of Crossed Demand Draft drawn on any Nationalized/scheduled bank in favor of Pay & Accounts Officer, IISS, payable at Dehradun. Quotation received without EMD shall not be considered. The EMD of unsuccessful bidder will be returned after finalization of order. In order to avail of the benefits extended by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre/Udyog Adhar/NSIC Registration Certification along with your offer. As per Public Procurement Policy for MSEs, it is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

16. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.

17. The details of Import Licence will be furnished in the Purchase Order.

18. The authority of person signing the tender, if called for, shall be produced.

19. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.

20. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

21. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

22. a) Part shipment is not allowed unless specifically agreed by us.
   b) As far as possible stores should be dispatched by Indian Flag Vessels / Air India through any Agency nominated by us.

23. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

24. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.

25. For items having shelf life, those with maximum shelf life should be supplied if order is placed.