

Notice Inviting Tender (NIT) under Two-Cover Bid System

for

Supply and Installation of NVIDIA RTX 6000 ADA CARD-based GPU Server [Local Tender]

Enquiry or Tender No: IISc/Purchase/KIAC/2024/GPU-Server/2 Date: 1st July 2024

The Convenor Kotak IISc AI-ML Centre (KIAC) 406, 4th Floor, SERC/CDS Building Indian Institute of Science (IISc) Bengaluru – 560012, India Email: office.kiac@iisc.ac.in

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1. Preamble

Established in 1909, Indian Institute of Science (IISc), having its main campus at Bengaluru (Karnataka, India), is India's leading institution of advanced education and research in the sciences and in engineering. It is a Deemed-to-be-University under Section 3 of the UGC Act, 1956 under Ministry of Human Resource Development (MHRD), GoI. Govt. of India has declared IISc as an Institution of Eminence (IoE). From its beginnings, IISc has laid equal emphasis on fundamental investigations and the solution of practical problems in such a setting.

Quotations should come only from Indian Original Equipment Manufacturers (OEMs) or authorized Indian distributors. The quotations should be on FOR-IISc Bengaluru basis in INR only.

The community of AI/ML researchers in IISc has significantly expanded over the past few years. New initiatives including the Kotak AI/ML Center and MTech-AI program have also been contributing to this growth. The AI/ML research by the community needs powerful machines for training large models in reasonably fast time. It is planned to procure a multi-accelerator server, with the latest hardware and AI/ML software stack suitable for modern-day AI/ML standards. This server, with large memory in the accelerators, is intended to enable researchers to tackle larger datasets, experiment with advanced algorithms, and achieve faster convergence.

2. Technical Details: Hardware and Software Configuration

Sl. No	Technical Specifications	Qty
1	 Processor: 2 * Intel Xeon Scalable 4th Gen (Sapphire Rapids) or newer with at least 32 cores (64 threads) per processor (Total: min 64 cores, 128 threads) clock speed with frequency at least 2.1GHz. The processor should support Trusted Secure Enclaves (for e.g. SGX) RAM: 512GB DDR4-3200 ECC RDIMM (28 FREE DIMM SLOTS) Storage controller: 8-port RAID controller Storage: 2TB * 1 - 2.5" Enterprise SATA SSD 8TB * 3 - 3.5" 7.2K Enterprise SATA HDD (Min 8 free HDD bays) 8 * 48GB NVIDIA RTX 6000 ADA CARD GPUs Network: 2 * 10GbE port(s) 2 * LAN Ports (Intel X550-AT2) Management: Dedicated Management Port Other ports: 1 * VGA (front) Power supply: 2200 W (2+1) redundant, 80 plus Platinum or higher Chassis: 4U Rack Mountable with Railing Kit LAN Cables -5 CAT6 Cables-1 Power cords (as per server requirement) 	3
2	Installation and commissioning charges	If any
2	Warranty & support (Minimum 3-years onsite comprehensive warranty must be	3
3	included.)	years

3. Bidder's Eligibility Criteria

- 1. Should have supplied and installed at least five accelerator-based based HPC/AI systems to govt. institution/organization in India during July 1, 2021 June 30, 2024.
- 2. The bidder must have a proven record of maintaining and managing similar items.
- 3. Bidders should include the necessary document for establishing points 1 and above with necessary proof in terms POs and customer contact details.
- 4. Should produce authorization from the OEM, if the solution involves an OEM different from the bidder.
- 5. The bidder must comply with the provisions of Office Memorandum F/No/6/18/2019-PPD dated 23rd July 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, GoI.
- 6. The solution offered must comply with the provisions of Public Procurement (Preference to Make in India) Order No P-45021/2/2017-PP (BE-II) dated 15th June 2017 (PPP MII Order) and further revised vide Order dated 28th May 2018, 29th May 2019, 04th June 2020 and 16th September 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GoI. The minimum local content, the margin of purchase preference and the procedure for preference to Make in India for this tender are as per the mentioned Public Procurement (Preference to Make in India) Order.

4. Acceptance Criteria

- 1. The systems should be installed, commissioned and demonstrated for the components and parameters specified in the bid and P.O. by the successful bidder, for the solution to be accepted.
- 2. It is to be noted that maximum of two weeks will be available (after Installation & Commissioning) to the bidder to conform to this acceptance test criterion set out.
- 3. Any delay in commissioning or conformance to the acceptance beyond the stipulated time will result in extending the warranty: Each day of delay would result in 3 additional days of warranty.
- 4. This penalty clause is only applicable for solutions which are considered as technically meeting the requirements, as evaluated by the technical committee. The clause cannot therefore be used as an argument to qualify any solution, which the technical committee considers as not meeting the requirements.

5. Technical Details / BoQ Compliance Sheet (to be submitted with Technical Bid)

Note: DO NOT MENTION THE PRICES IN THIS **BoQ** COMPLIANCE SHEET. THIS WILL LEAD TO AUTOMATIC DISQUALIFICATION OF THE BIDS.

Sl. No	Item Description	[Only answer YES/NO in this column. DO NOT MENTION THE PRICE]
1	NVIDIA RTX 6000 ADA CARD-based GPU server with detailed specifications, including 3-year Onsite Comprehensive warranty	
2	Software installation cost, if any	

6. Organization of the Technical Bid

The technical bid should strictly be organized in the following sequence only.

Note: IISc reserves the right to disqualify any bid that does not provide all the required data and not following the organization given below.

- 1. A cover letter from the bidder. Among other things, the cover letter should certify that all the requirements of the tender are provided, and the offered solutions meet and comply with the technical and other specifications of the tender.
- 2. The bidder must not be blacklisted by any Central / State Govt. Organizations of India as on date of submission of the bids. A certificate or undertaking to this effect must be submitted.
- 3. A copy of the masked Commercial bid has to be given in the technical offer (unpriced Bill of Material (BoM).
- 4. Undertaking as per the format in Annexure A.
- 5. The copy of registration certificate or a declaration in compliance with the provisions stipulated in office memorandum F/No/6/18/2019-PPD dated 23 July 2020 issued by Public Procurement Division, Dept. of Expenditure, Ministry of Finance, GoI.
- 6. Certificates from bidder, as per format given in Annexure B, declaring the country of OEM, country of manufacture, location of local value addition and percentage of local contents for various items provided in the bid, and compliance with the provisions of Public Procurement (Preference to Make in India) order No. P-45021/2/2017-PP (BE-II) dated 15th June 2017 (PPP MII Order) and further revised vide Order dated 28th May 2018, 29th May 2019, 04th June 2020 and 16th September 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GoI.
- 7. EMD details
- 8. Technical details of the items required in the tender.
- 9. Manufacturer Authorization Forms (MAFs) or letters from the OEMs to the bidder for each of the components.
- 10. Terms and conditions of the offer.
- 11. A certificate agreeing to all the terms and conditions mentioned in the tender.
- 12. Appendix
 - a. Supporting technical materials including brochures.
 - b. Any other information or documents that the bidder/OEMs deem necessary.

7. General Terms and Conditions

- 1. Local tender purchase preference.
 - a. The Bidder should belong to either Class-1 or Class-2 suppliers distinguished by their "local content" as defined by recent edits to GFR. They should mention clearly which class they belong to in the cover letter.
 - **Class-1 supplier**: Goods and services should have local content of equal to or more than 50%.
 - **Class-2 supplier**: Goods and services should have local content of equal to or more than 20% and less than 50%.
 - b. Quote should come only from Indian Original Equipment Manufacturer (OEM) or their Indian authorized distributor.
 - c. The quotations should be on FOR-IISc Bengaluru basis in INR only.
 - d. Bidders offering imported products will fall under the category of non-local suppliers.

They cannot claim themselves as Class-1 local suppliers/Class-2 local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, and other sales service support like AMC/CMC, etc., as local value addition.

- e. Purchase preference as defined by the recent edits to GFR (within the "margin of purchase preference") will be given to the Class-1 supplier.
- f. MSMEs can seek an exemption to some qualification criteria. IISc follows GFR2017 for such details.
- 2. Offer must be submitted under TWO-BID system i.e., "Technical bid" and "Price (Financial) bid" as hard copies in two separate sealed envelopes. These two bids must be enclosed in a larger envelope superscribed as "Bid Submission for NVIDIA RTX 6000 ADA CARD based GPU Server in KIAC" within the stipulated period to the indicated mailing address. In addition, soft copy of only the technical bid within the stipulated time must be submitted to office.kiac@iisc.ac.in.
- 3. The vendors may communicate to the committee through the email ID <u>office.kiac@iisc.ac.in</u>, which is the official email for the purpose of this tender. However, the communications from the committee will be made only in pre-bid clarification meeting and through email including corrigendum and short fall requests. While the committee may consider the emails from the vendor, the committee will respond/communicate by email from only the official email ID when absolutely necessary including for example, arranging site visits, arranging possible technical presentations and calling the successful bidder for further discussions. In all other circumstances, no responses or communications will be made by the committee via email or any other means.
- 4. Any clarifications required by the committee will be sought in possible technical presentations and/or shortfall requests via email only. The shortfall requests will precisely point to the tender clauses that are not met by the technical bid. It is the bidder's responsibility to address the shortfall by submitting an adequate and satisfactory shortfall response. No clarifications by email or any other means will be sought or given by the committee.
- 5. The Technical Bid and the Commercial Bid should be duly signed by the authorized representative of the bidder.
- 6. The bidders are requested to go through the Terms and Conditions detailed in this document, before filling out the tender. Agreeing to the terms and conditions of the tender document (by signing all pages of the copy of a tender document) is a mandatory requirement.
- 7. A tender, not complying with any of the above conditions, is liable to be rejected.
- 8. Delayed and/or incomplete tenders are liable to be rejected.
- 9. Earnest Money Deposit (EMD) must be deposited through NEFT / RTGS. Micro and Small Enterprises (MSEs) are exempted from this deposit provided they submit a valid certificate as per GFR / Govt. India rules (Annexure C).
- 10. Performance Bank Guarantee (PBG) of 10% of the total order value must be provided by the successful bidder within two weeks of placement of confirmed order (Annexure D).

8. Technical Bid – Terms and Conditions

IISc reserves the right to cancel the tender at any time without assigning any reason whatsoever. Technical Bid – Terms and Conditions

1. The technical bid should contain all the information and should have the organization as given in Section 6. Bids without specific information and organization as in Section 6 will be automatically disqualified.

2. No price information must be mentioned in the technical bid. Bids which include price IISc/Purchase/KIAC/2024/GPU-Server/2 4

information in the technical bids will be automatically disqualified.

- 3. Technical bids will be opened first. IISc may seek clarifications after opening the technical bids.
- 4. The technical evaluations will be made only based on the technical bids and the shortfall responses submitted by the bidder.

9. Commercial Bid – Terms and Conditions

- 1. Price bids of only technically qualified vendors will be considered. Commercial bid shall be opened for the technically qualified bidders after the technical evaluation.
- 2. The hardcopy commercial bid of the successful bidder, after the commercial bid opening stage, should contain among other things, unit prices, payment terms, warranty, installation, commissioning etc. as per requirements of IISc mentioned in the tender document. All such conditions must be in line with the tender. In case of any deviation or conditional offer, the bid may be treated as non-responsive and not be considered for evaluation. The Commercial bid should contain details of the prices for each one of the subsystems of the total offer, clearly giving the rate and the quantity. Bundling of the prices is not acceptable.
- 3. This is a **local tender**. Quote should come only from Indian Original Equipment Manufacturer (OEM) or their Indian authorized distributor. Prices should be quoted only in INR (Indian Rupees) and will be with GST only. The order must be on FOR basis. No Custom Duty Exemption Certificate will be provided.
- 4. The component of tax, and any other statutory levies should be shown separately and not included in the total amount, to enable IISc to avail any exemption.
- 5. Proposals should contain the name and contact details, viz., phone, fax, and email of the designated person to whom all future communication will be addressed. The contact details should also be mentioned on the overall envelope.
- 6. Prices should be quoted in detail, for all the subsystems given in the Technical Specifications part of the tender. Further, **bid and price validity should be for three months** from the date of opening of the technical bids.
- 7. IISc will place the purchase order only on the successful bidder as per the decision of IISc. In this regard, decision of IISc will be final and binding.

10. Payment Terms

- 1. The total project cost will consist of Equipment supply and installation and onsite comprehensive warranty for three years from the acceptance and successful installation as decided by IISc.
- 2. 100% payment shall be released by IISc against delivery, inspection, successful installation, commissioning, and acceptance of the equipment at IISc Bengaluru in good and functional condition and to the entire satisfaction of the Purchaser (IISc).
- 3. Payment will be subject to deduction of TDS as per rules / laws and any other deduction as per PO terms.
- 4. The total solution as per the agreed bill of materials must be supplied within **07 weeks** after receiving a firm PO from IISc. The installation and acceptance must be completed within a week after supply of the equipment.
- 5. Liquidated Damage: As time is the essence for this procurement, the ordered materials are required to be delivered and installed in all respects within the stipulated period in the

purchase order failing which penalty for late delivery and installation will be imposed at the rate 1% of the total order value per week or part thereof for the delayed period subject to maximum of 10% of the total order value and this liquidated damage will be deducted during the payment of the invoice / bill of the supplier. Earliest / expected delivery period should be clearly indicated in the technical bid.

11. Important Dates

- 1. Release of tender: July 1, 2024.
- 2. Last date for sending queries: July 8, 2024, 5 PM IST. Queries may be sent to <u>office.kiac@iisc.ac.in.</u>
- 3. Release of corrigendum to the tender based on the queries, if necessary: July 9, 2024, 5 PM IST.
- 4. Start date for submission of the bid: July 10, 2024, 10 AM IST.
- 5. Last date for submission of the bid: July 21, 2024, 5 PM IST
 - a. **Hard copy submission**: The bid in the form of an envelope containing the hard copies of both the technical and commercial bids, in two sealed envelopes, should be submitted and reach the below-mentioned mailing address by the same date, 5 PM IST. Note that the hard copy of the technical bid should exactly match with the soft copy submitted.
 - b. Soft copy submission: Soft copy of only the technical bid must be sent by email to <u>office.kiac@iisc.ac.in</u> by the above-mentioned time. No soft copy of commercial bid should be submitted. Soft copy submission of commercial bid at any stage before the opening of the hard copy of commercial bid will lead to disqualification of the bid.
 - c. To qualify for Technical Bid opening, Hard Copy and Soft Copy must be submitted on or before July 21, 2024, 5 PM IST.

Mailing address:

The Convenor Kotak IISc AI-ML Centre (KIAC) No. 406, 4th Floor, SERC/CDS Building Indian Institute of Science (IISc) Bengaluru – 560012, India

12. Annexure A - Undertaking

Date:

To: The Convenor Kotak IISc AI-ML Centre Indian Institute of Science Bengaluru – 560012, India

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

Dear Sir,

We, the undersigned, offer to carry out the project including Products/items, components etc. as per tender at IISc, Bengaluru, in response to your Tender No IISc/Purchase/KIAC/2024/GPU-Server/2. We are hereby submitting our proposal for the same, which includes Technical bid and the Financial Bid. As a part of the eligibility requirement stipulated in the said tender document, we hereby submit a declaration as given below:

- 1. We will not withdraw or amend or modify or impair or derogate the our bid partly or fully or any condition of it after tender opening, during the period of tender validity (six months from the date of opening of the technical bid).
- 2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
- 3. In case of failure on our part to deliver/provide the item/installation/service as per the order's terms and conditions within the stipulated period, we are aware that we shall be declared as ineligible for the said tender and /or debarred from any future bidding process of IISc or any Government entity for a period of minimum one year.
- 4. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-mail: Mobile No:

13. Annexure B – Certificate from Bidder related to Make in India Orders

To:

The Convenor Kotak IISc AI-ML Centre Indian Institute of Science Bengaluru – 560012, India

We hereby certify that the goods being offered by us vide our proposal, comply with the provisions of Public Procurement (Preference to Make in India) Order No P-45021/2/2017-PP (BE-II), dated 15th June 2017 (PPP MII Order) and further revised vide Order dated 28th May 2018, 29th May 2019, 04th June 2020 and 16th September 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GoI.

Sl. No.	Item Description	Make & Model No.	Country of Origin of OEM	Country and Location of Manufacture of Item	Location in India at which local value addition is made, if any.	Percentage of Local Content
1	NVIDIA RTX					
	6000 ADA					
	CARD-based					
	GPU Server					

We hereby certify the details pertaining to goods offered by us, as given below:

Self-certification on Compliance to Make-in-India Order:

1. We hereby declare that _

(Bidder Name) is a class 1/2 local supplier in accordance and manner as specified in Order No. P45021/2/2017-PP (BE-II) dated: 04th June 2020 and OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by DIPP, Ministry of Commerce and Industries, GoI.

- 2. We also certify that the turnkey solution offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier' [tick one and strike out the other], as per the Public Procurement (Preference to Make in India) Order.
- 3. We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by Public Procurement Division, Dept. of Expenditure, Ministry of Finance, GoI and the goods offered by us comply with the provisions of said order.
- 4. We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

For (Name of bidder)

Authorized Signatory Name & Designation: Mobile No:

14. Earnest Money Deposit (EMD)

- The Bidder shall furnish, as part of his tender, earnest money deposit (EMD) of Rs. 5,00,000 (Rupees Five Lakhs only) through RTGS / NEFT only. Necessary Bank details of IISc is enclosed with the tender. Other modes of payment for EMD are not acceptable. The bidder must attach e-receipt of the RTGS / NEFT payment in the technical bid, as proof of payment of EMD.
 - **a.** The entire EMD amount for the tender has to be paid in a single transaction through NEFT / RTGS.
 - **b.** Bid received without EMD will be rejected.
- 2. The EMD of unsuccessful Bidders will be returned to the respective bidder(s) through bank / RTGS transfer without any interest within a period of 60 (sixty) days after placing the order/awarding the contract to the successful bidder.
- 3. The EMD of successful bidder will be refunded through RTGS transfer without any interest only after receiving Performance Security / Performance Bank Guarantee (PBG) / Security Deposit.
- 4. The EMD may be forfeited:
 - a. If the Bidder withdraws or amends or modifies or impairs or derogates the bid partly or fully or any condition of it after tender opening, during the period of tender validity (six months from the date of opening of the technical bid);
 - b. If the Successful Bidder fails within the specified time limit to:
 - i) Furnish order acceptance within one week of the order, or
 - ii) Furnish the required Performance Security / Performance Bank Guarantee (PBG) /Security deposit within two weeks from the issue of the Letter of Intent / Purchaser Order, or
 - iii) Fails to deliver/provide the item/installation/service as per the order's terms and conditions within stipulated period
- 5. Micro, Small and Medium Enterprises (MSMEs) will be exempted from submitting EMD as per GFR 2017 (amended from time to time). Such a Bidder must submit copy of valid certificate with the technical bid, failing which their bid will be declared as a non-responsive bid. In addition, an undertaking has to be given as per Annexure C.

15. Performance Security or Performance Bank Guarantee (PBG)

The successful bidder, on whom order will be placed, has to submit a performance security of 10% of the total order value at the earliest as per Purchase Orders (PO) terms within two weeks from the date of PO. The format for PBG is given in Annexure D. Performance security has to be submitted in the form of RTGS / NEFT / Bank Guarantee/Demand Draft/FDR from any Nationalized/Scheduled commercial Bank in India (as per RBI list) in favour of the Registrar, IISc, Bengaluru. The security deposit must be submitted within two weeks of the issue of the Purchase Order, otherwise EMD may be forfeited and order may be cancelled. IISc will issue a formal purchase order to the successful Bidder upon furnishing of the PBG / Security deposit.

Performance security should remain valid for a period of three months beyond the date of completion of all contractual obligations (including warranty period) of the successful bidder. No interest will be payable by IISc, Bengaluru on the. In case the contractor fails to provide satisfactory service or supply, the Performance Security submitted by the bidder is liable to be forfeited. The PBG will be forfeited in case of violation of any terms & conditions of the purchase order or agreement done thereof by the successful bidder. An undertaking to this is to be submitted

16. Annexure C – Undertaking in Lieu of EMD for MSMEs

Date:

To:

The Convenor Kotak IISc AI-ML Centre Indian Institute of Science Bengaluru – 560012, India Subject: Undertaking as per GFR – 2017, Rule 170(iii)

Dear Sir,

We, the undersigned, offer to carry out the `Turn-key' project including Products/items, components etc. as per tender, Bengaluru, in response to your Tender No IISc/Purchase/KIAC/2024/GPU-Server/2. We are hereby submitting our proposal for the same, which includes Technical bid and the Financial Bid. As a part of the eligibility requirement stipulated in the said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

- 1. We will not withdraw or amend or modify or impair or derogate our bid partly or fully or any condition of it after tender opening, during the period of tender validity (six months from the date of opening of the technical bid),
- 2. In case we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
- 3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit the required Performance Security / Performance Bank Guarantee (PBG) /Security deposit within two weeks from the issue of the Letter of Intent / Purchase Order.
- 4. In case of failure on our part to deliver/provide the item/installation/service as per the order's terms and conditions within the stipulated period, we are aware that we shall be declared as ineligible for the said tender and /or debarred from any future bidding process of IISc or any Government entity for a period of minimum one year.
- 5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-mail: Mobile No:

17. Annexure D - Format for Performance Security

Format for Bank Guarantee for Performance Security (Performance Bank Guarantee)

То	
The	e Registrar
	ian Institute of Science (IISc)
Ber	ngaluru – 560 012
Kar	mataka
Ind	ia
Sub	oject: Performance Bank Guarantee (PBG)
Ref	Ference: IISc. Purchase Order No, dated
Dea	ar Sir,
	We hereby issue a Bank Guarantee as follows: -
	Bank Guarantee No Date:
	Amount of Guarantee Rs.
	Guarantee covers From To
	Last Date for Lodgement of Claim:
	<u> </u>
2.	This deed of Guarantee executed by the (Name of the Bank:)
	constituted under Act, having its Central Office at
	and amongst other places a branch at (hereinafter
	referred to as "The Bank") in favour of The Registrar, Indian Institute of Science,
	Bengaluru – 560 012 (hereinafter referred to as IISc) for an amount of not exceeding
	Rs (in words: Rupees only) at the request of
	M/s (hereinafter referred to as the "Contractor" / "Supplier").
3	In consideration of The Registrar, Indian Institute of Science, Bengaluru – 560 012
5.	(hereinafter called IISc.) having entered into an agreement vide IISc's Purchase Order
	No dated with M/s (hereinafter
	called the Supplier) to carry out the supply and installation of the
	<name (purchase),<="" deputy="" o="" of="" registrar="" td="" the=""></name>
	Indian Institute of Science, Bengaluru as per their above order, the Supplier agreed to
	execute a Bank Guarantee for 10% of the total order value viz. Rs.
	(Rupees) towards Performance Security / Performance Guarantee obligation for a period of year(s) / month(s) from to
4.	We, the Bank, Branch (hereinafter
	referred to as a Guarantor) at the request of the supplier, irrevocably undertake to
	indemnify and to keep indemnify IISc. without any demur to the extent of Rs.
	(Rupees only) in the event of the
	of an and Symplice failing to comply the Warranty / contractivel Obligations of months

aforesaid Supplier failing to comply the Warranty / contractual Obligations as per the agreed terms to the full satisfaction of the Company as mentioned in the IISc's purchase order.

- 5. NOW THIS BANK HEREBY GUARANTEES that in the event of the said Supplier failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / Machinery / service, etc. this Bank shall pay to Indian Institute of Science, Bengaluru on demand and without protest or demur Rs ______ (Rupees ______ only).
- 6. We ______ Bank, further agree that the Guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the equipment and / or services as stated in the Purchase Order issued by IISc. and that it shall continue to be enforceable till the completion of the period and certified that warranty and contractual obligations have been fully carried out by the supplier and accordingly discharges the Guarantee subject. However, IISc. shall have no right under after the expiry of the Guarantee, i.e. _____ (date).
- 7. We, ______ Bank undertake not to revoke this Guarantee, during its currency except with the previous consent of IISc. in writing.
- 8. Notwithstanding anything contained herein,
 - (a) Our liability under the Bank Guarantee shall not exceed Rs. _____ (in words Rupees _____).
 - (b) This Bank Guarantee shall be valid up to _____.
 - (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if IISc. serve upon us a written claim or demand on or before expiry of date (i.e.____).
- 9. NOTWITHSTANDING anything contained herein above, our liability under this Guarantee restricted to Rs. _____ (in words: Rupees

______ only). Our guarantee shall remain in force until, unless a Demand or claim under the guarantee is made on our Bank in writing on or before ______, all your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.

- 10. This Bank further agrees that the decision of Indian Institute of Science, Bengaluru as to whether the said Supplier has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

(Address of local branch) as following details:

Name of the Bank	
Branch Name	
Branch Code	
IFSC Code	
E-mail Id	
Phone / Mobile No.	

Seal & Signature of the Bank

18. Bank Details

Registrar, Indian Institute of Science, Bengaluru			
State Bank of India			
IIS Bengaluru			
2215			
31728098170			
SBIN0002215			
560002020			
29AAATI1501J2ZV			
AAATI1501J			
788012428			
22158400009			
BLRI0070D			
 It is mandatory to write the Name & Address of the Bidder and Tender Reference No. & Date on the back side of the e-receipt of NEFT/RTGS. Acceptance of the e-receipt of NEFT/RTGS is subject to its 			

verification from the Finance & Accounts section / Bank, IISc.