

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

for

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

#### Enquiry or Tender No: IISc/Purchase/KIAC/2024/GPU-Server/14 Date: 07<sup>th</sup> January 2025

The Convenor Kotak IISc AI-ML Centre (KIAC) 406, 4<sup>th</sup> 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.

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 machine for training large models in reasonably fast time. It is planned to procure a multi-accelerator server, with 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.

Important dates

#### **Schedule of Events**

Tender Publishing Date	07 <sup>th</sup> January 2025
Pre-Bid clarification end date (by email) (An	20 <sup>th</sup> January 2025
online Pre-bid clarification meeting may be held if	
required)	
Email ID: office.kiac@iisc.ac.in	
Deadline for submission of bids	28 <sup>th</sup> January 2025
Technical Bid-Soft copy	before 5.00 PM
• Technical and Commercial bid - Hardcopy	
The bids should be sent to	The Convenor,
	KIAC AI-ML Centre,
	#406, 4 <sup>th</sup> Floor, CDS/SERC building
	Indian Institute of Science,
	Bengaluru-560012
	Mention the following reference on the cover:
	IISc/Purchase/KIAC/2024/GPU-
	Server/14
Opening of technical bids	To be declared later
Listing of technically qualified bidders	To be declared later
Opening of commercial bids	To be declared later

#### 2. Technical Details:

Sl. No	Technical Specifications	Qty
(	Processor: <b>2*</b> 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 east 2.1GHz. The processor should support Trusted Secure Enclaves (for e.g. SGX)	3
21	RAM: 512GB DDR5-4800 ECC RDIMM (64*8)	
39	Storage controller: 8-port RAID controller	
4	Storage:	
4	2TB - 2.5" Enterprise SATA SSD	
3	3 * 8TB- 3.5" 7.2K Enterprise SATA HDD (Min 8 free HDD bays)	
5	3* 48GB NVIDIA RTX 6000 ADA CARD GPUs	
6	Network:	
2	2* 10GbE port(s)	
2	2* LAN Ports (Intel X550-AT2)	
7	Management: Dedicated Management Port	
C	Other ports:	
2	2* USB 3.0 Ports	
2	2* HDMI port (back)	
	/GA (front)	
8	Power supply: 2200 W (2+1) redundant, 80 plus Platinum or higher	
90	Chassis: 4U Rack Mountable with Railing Kit	
10	5* LAN Cables (min 3mtr compatible with Intel X550-AT2)	
11	CAT6 Cables (min 5mtr)	
12	Power cords (as per server requirement)	
13	Server Patch cords (as per server requirement)	
14	nstallation and commissioning charges (if any)	
15	Narranty & support (Minimum 3-years onsite comprehensive warranty must be included.)	

## 3. Bidder's Eligibility Criteria

- a. Should have supplied and installed at least five accelerator-based based HPC/AI systems to govt. institution/organization in India during January 1, 2022 December 31, 2024. (Annexure A3)
- b. The bidder must have a proven record of maintaining and managing similar items.
- c. Bidders should include the necessary document for establishing points (a) and (b) with necessary proof in terms POs and customer contact details.
- d. Only the Original Equipment Manufacturer or their authorized representatives shall participate in the bid.
- e. Should produce authorization from the OEM, if the solution involves an OEM different from the bidder.
- f. The order will be placed only on the bidder who participated in the bid.
- g. 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.

### 4. Acceptance Criteria

- a. The Server 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.
- b. It is to be noted that maximum of one week will be available (after Installation & Commissioning) to the bidder to conform to this acceptance test criterion set out.
- c. 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.
- d. 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.

S No	Item Description	[Only answer YES/NO in this column. DO NOT MENTION THE PRICE]
1	Supply and Installation of 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:

- a. Details of the Bidder (Annexure A2)
- b. 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.
- c. 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. (Annexure A4)
- d. **Proofs** for bidder's eligibility criteria as given in Section 3.
- e. **A copy of the masked Commercial bid** has to be given in the technical offer (unpriced Bill of Material (BoM).
- f. Undertaking as per the format in **Annexure A1.**
- g. **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.
- h. **EMD** details.
- i. Technical details of the items required in the tender. (Annexure B)
- j. **Manufacturer Authorization Forms** (MAFs) or letters from the OEMs to the bidder for each of the components.

- k. Terms and conditions of the offer.
- 1. A **certificate agreeing** to all the terms and conditions mentioned in the tender. (**Annexure A5**)

#### m. Appendix

- i. Supporting technical materials including brochures.
- ii. Any other information or documents that the bidder/OEMs deem necessary.

#### 7. General Terms and Conditions

- a. All documentations in the tender should be in English.
- b. 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 **Supply and Installation of NVIDIA RTX 6000 ADA CARD-based GPU Server**" within the stipulated period to the indicated mailing address. In addition, **soft** copy of only the technical bid within the stipulated time to <u>office.kiac@iisc.ac.in</u>.
- c. The vendors may communicate to the committee through the email ID provided in the first page, which will be 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.
- d. Any clarifications required by the committee will be sought in possible technical presentations and/or shortfall requests via email. 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.
- e. Delayed and/or incomplete tenders are liable to be rejected.
- f. The Technical Bid and the Commercial Bid should be duly signed by the authorized representative of the bidder.
- g. 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.
- h. A tender, not complying with any of the above conditions is liable to be rejected.
- i. Cancellation of Tender: IISc reserves the right to cancel the tender at any time without assigning any reason whatsoever. Notwithstanding anything specified in this tender document, the purchase committee, IISc Bengaluru, in its sole discretion, unconditionally and without having to assign any reason, reserves the rights:
  - a. To accept OR reject lowest tender or any other tender or all the tenders.
  - b. To accept any tender in full or in part.
  - c. To reject the tender, offer not confirming to the tender terms.
- j. **Warranty**: The complete system is to be under warranty period of minimum 3 years (year wise breakup value should be shown in the commercial bid) including free supply of consumables, spare parts and data analysis software from the date of functional installation. If the instrument is found to be defective, it has to be replaced or rectified at the cost of the bidder within 30 days from the date of receipt of written communications from IISc, Bengaluru. If there is any delay in replacement or rectification, the warranty period should

be correspondingly extended.

- k. Earnest Money Deposit (EMD) must be deposited through NEFT / RTGS.
- 1. Performance Bank Guarantee (PBG) of 10% of the total order value must be provided by the successful bidder within one week of placement of order (**Annexure C**).

#### 8. Technical Bid – Terms and Conditions

IISc reserves the right to cancel the tender at any time without assigning any reason whatsoever.

- a. 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 & 7 will be automatically disqualified.
- b. No price information must be mentioned in the technical bid. Bids which include price information in the technical bids will be automatically disqualified.
- c. Technical bids will be opened first. IISc may seek clarifications after opening technical bids.
- d. 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

- a. Price bids of only technically qualified vendors will be considered. Commercial bid shall be opened for the technically qualified bidders after the technical evaluation.
- b. 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 the prices is not acceptable.
- c. In case of prices quoted in foreign currency, the exchange rate on the date of opening of the commercial bid will be considered for conversion of the foreign currency value to INR value to arrive at the total cost.
- d. IISc is registered with DSIR in order to get concession / exemption in Custom Duty (for import). IISc will provide necessary documents required for availing concession / exemption in Custom Duty for import. Bidders should consider these facts while offering their price bids for this tender.
- e. Indigenous order should be with GST only and must be on FOR basis. In such cases, any kind of custom duty exemption certificate will not be provided.
- f. In case of rupee offer, 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.
- g. In case of imports, the commercial bid should contain among other things, the name and address of the Indian agent, if any, and the agency commission payable to the agent (if any). Import order should be preferably in 'DDP Delivered Duty Paid IISc Bengaluru' terms. However, we can accept import bids, which is CIP-Bengaluru basis also, but in this case, insurance should be on "Warehouse to Warehouse" basis and should not terminate at Bengaluru airport. Bids that are FOB or Ex-work basis will not be accepted in case of import order.

- h. For DDP, Bill of Entry must be in the name of IISc, Custom duty must be paid by the vendor only. Before release of final payment, all original documents with regard to import must be handed over to IISc, failing which final payment may not be released.
- i. For CIP, IISc will arrange for custom clearance from Bengaluru Airport, however it will be sole responsibility of the vendor to provide all documents (e.g. Airway Bill, Invoice, Packing List, Bill of Lading etc.) required for filing of Bill of Entry and custom clearance must be provided to IISc well in advance. In case of any penalty / fine / demurrage is imposed due to delayed submission of documents from the vendor, then such amount will be deducted from the bill of vendor while releasing the payment.
- j. 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.
- k. 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 six months from the date of opening of the technical bids**.
- 1. 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.
- m. 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.

#### **10. Payment Terms**

- a. The payments to non domestic vendors will be through a Letter of Credit and milestone of the payment will be determined after the mutual discussions with the successful bidder.
- b. 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.
- c. 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).
- d. Payment will be subject to deduction of TDS as per rules / laws and any other deduction as per PO terms.
- e. The total solution as per the agreed bill of materials must be supplied within **5 weeks** after receiving a firm PO/confirmation from IISc. The installation and acceptance must be completed within a week after supply of the equipment.
- f. 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. Statutory Variation**

Any statutory increase in the taxes and duties subsequent to bidder's offer, if it takes place within the original contractual delivery date, will be borne by IISc, Bengaluru subject to the claim being

supported by documentary evidence. However, if any decrease takes place the advantage will have to be passed on to IISc, Bengaluru.

#### 12. Disputes and Jurisdiction

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Bengaluru, India.

#### **13. Important Points**

- 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 28<sup>th</sup> January 2025, 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 office.kiac@iisc.ac.in 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 of the bids must be submitted on or before the last date.

#### Mailing address:

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

#### 14. Earnest Money Deposit (EMD)

- a. 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.
  - i. The entire EMD amount for the tender has to be paid in a single transaction through NEFT / RTGS.
  - **ii.** Bid received without EMD will be rejected.
- b. 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.
- c. 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.
- d. The EMD may be forfeited:
  - **i.** 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)
  - ii. If the Successful Bidder fails within the specified time limit to:
  - Furnish order acceptance within one week of the order, or
  - 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

• Fails to deliver/provide the item/installation/service as per the order's terms and conditions within stipulated period

#### 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 one week from the date of PO. The format for PBG is given in Annexure C. 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 one week 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 Performance Security deposited. 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. Annexures Annexure A1- 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. per tender at IISc, Bengaluru, in response to vour Tender No as IISc/Purchase/KIAC/2024/GPU-Server/14. 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 3 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:

### **Annexure A2: Details of the Bidder**

The bidder must provide the following mandatory information & attach supporting documents wherever mentioned:

#### **Details of the Bidder**

Items	Details
1. Name of the Bidder	
2. Nature of Bidder (Attach attested copy of	
Certificate of Incorporation/ Partnership Deed)	
3. Registration No/ Trade License, (attach	
attested copy)	
4. Registered Office Address	
5. Address for communication	
6. Contact person- Name and Designation	
7. Telephone No	
8. Email ID	
9. Website	
10. PAN No. (attach copy)	
11. GST No. (attach copy)	

Signature of the Bidder Name Designation, Seal Date:

## **Annexure A3: Declaration regarding experience**

To, The Convenor Kotak IISc AI-ML Centre Indian Institute of Science Bengaluru – 560012, India Ref: Tender No: XXXXXXXX Dated: XXXXX **Supply and Installation of NVIDIA RTX 6000 ADA CARD-based GPU Server** at KIAC, IISc Bengaluru. Sir, I've carefully gone through the Terms & Conditions contained in the above referred tender. I h

I've carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company / firm has ---- years of experience in supplying and installing accelerator-based based HPC/AI systems to govt. institution/organization in India.

(Signature of the Bidder) Printed Name Designation, Seal Date:

#### Annexure A4: Declaration regarding track record

To, The Convenor Kotak IISc AI-ML Centre Indian Institute of Science Bengaluru – 560012, India Ref: Tender No: XXXXXXX Dated: XXXXX

## Supply and Installation of NVIDIA RTX 6000 ADA CARD-based GPU Server at KIAC, IISc Bengaluru.

Sir,

I've carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company/ firm is not currently debarred / blacklisted by any Government / Semi Government organizations / institutions in India or abroad. I further certify that I'm competent officer in my company / firm to make this declaration.

I declare the following

	Sl.	Country in which the	Blacklisted / debarred by	Reason	Since when
	No	company is Debarred/	Government / Semi Government/		and for how
		blacklisted / case is Pending	Organizations /Institutions		long
Ī					

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding period for which the company / firm was blacklisted and the reason/s for the same). Yours faithfully (Signature of the Bidder)

Name Designation, Seal Date:

## Annexure A5: Declaration for acceptance of terms and conditions

To,

The Convenor Kotak IISc AI-ML Centre Indian Institute of Science Bengaluru – 560012, India Ref: Tender No: XXXXXX

#### Dated: XXXX

## Supply and Installation of NVIDIA RTX 6000 ADA CARD-based GPU Server at KIAC, IISc Bengaluru.

Sir,

I've carefully gone through the Terms & Conditions as mentioned in the above referred tender document. I declare that all the provisions of this tender document are acceptable to my company. I further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully, (Signature of the Bidder) Name Designation, Seal Date:

#### Annexure B: Details of items quoted

Details of items quoted:

- a. Company Name
- b. Product Name
- c. Part / Catalogue number
- d. Product description / main features
- e. Detailed technical specifications
- f. Remarks

Instructions to bidders:

1. Bidder should provide technical specifications of the quoted product/s in detail.

2. Bidder should attach product brochures along with technical bid.

3. Bidders should clearly indicate compliance or non-compliance of the technical specifications provided in the tender document.

#### **Annexure C: Format for Performance Security**

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

Ind Ber	e Registrar ian Institute of Science (IISc) ngaluru – 560 012 mataka ia
Sub	oject: Performance Bank Guarantee (PBG)
Ref	Serence: IISc. Purchase Order No. , dated
	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:
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 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 (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),<br="" deputy="" o="" of="" registrar="" the="">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 ofyear(s) / month(s) from to</name>
4	We the Pople Proved (berginefter

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 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.

- 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.
- 11. This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at \_\_\_\_\_\_ situated at \_\_\_\_\_\_ (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

#### 17. Bank Details

Account Holder Name	Registrar, Indian Institute of Science, Bengaluru
Bank	State Bank of India
Branch	IIS Bengaluru
Branch Code	2215
Account No.	31728098170
IFSC	SBIN0002215
MICR	560002020
GSTIN	29AAATI1501J2ZV
PAN	AAATI1501J
IEC Code	788012428
ADC	22158400009
TAN	BLRI0070D
Note:	

• 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.