

Registrar
IIT Patna

भारतीय प्रौद्योगिकी संस्थान पटना
बिहटा, पटना-801106, बिहार, भारत
Indian Institute of Technology Patna
Bihta, Patna-801 106, Bihar, India.

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• To,

• Date: 16/01/2020

• Refⁿ: IITP/NIQ/R&D/163/QDS-03/2019-20

NOTICE INVITING QUOTATION FOR SUPPLY OF "GPU COMPUTING NODES" TO IIT PATNA

On behalf of the Institute, The Registrar, Indian Institute of Technology Patna invites quotations for supply of equipment as detailed in ANNEXURE – I, in Single bid as indicated, in sealed cover, bids must reach the undersigned on or before **18/02/2020**. It may be dropped in Tender Box which is kept in **R&D Unit**, Admin Block, IIT Patna. Any Corrigendum/further information (if needed) will be released on IIT Patna Website only, so the interested bidders may like to visit the Institute website www.iitp.ac.in for updates.

Presentation of Bid:

Address of the firm(s) submitting the quotation and the officer, to whom the quotation is addressed, must appear distinctly on the sealed cover as under.

The following must be clearly written on the outer sealed cover:

QUOTATION FOR SUPPLY OF "GPU COMPUTING NODES" TO IIT PATNA
NIQ REF NO: IITP/NIQ/R&D/163/QDS-03/2019-20 DATED 16/01/2020,
LAST DATE FOR SUBMISSION: 18/02/2020 up to 03:00 p.m.

To,
The Registrar
For Research & Development Unit
Indian Institute of Technology Patna
Amhara Road, Bihta,
Patna – 801106, Bihar, INDIA

From: M/s _____

Address: _____

Contact No.: _____

Email ID: _____

Terms & Conditions:

01. **Rates:** Rates quoted for indigenous items must be on F.O.R basis for IIT Patna, on DOOR DELIVERY Basis, with break up as per details below

Break-up of cost:

- Basic Price
- (+) GST
- (+) Freight & Insurance charge, if any
- (+) Installation & Commissioning charge, if any
- (+) Any other charges (if applicable)
- Grand Total F.O.R. IIT Patna, Price

02. **Validity** (Both Foreign & Indigenous): The validity period of the offer should be clearly specified. It should be at least for 90 days from the last date of submission of quotations.
03. **Warranty/Guarantee**: The material is quoted with a minimum onsite Warranty/Guarantee period of 03 years after the date of delivery, installation and acceptance at final destination.
04. **EMD: Rs. 11,000/-** in form of DD/BG in favour of '**Registrar, IIT Patna**'.
05. **Delivery**: Unless otherwise stated delivery of goods shall be at IIT Patna and will have to be effected maximally within **30 Days** from the date of issue of the Purchase Order. All aspects of safe delivery shall be the exclusive responsibility of the vendor.
06. **GST Certificates & TDS**: Copy of GST Certificates, will have to accompany the quotation to be submitted. Appropriate GST deduction at source will be applicable.
07. **Dealership Certificate**: Dealership certificate (in case of authorised dealers) and standard Technical literature on the offered products must be enclosed.
08. **Rate of AMC**: Annual Maintenance Contract rate (at least for 3 years after expiry of warranty period) is to be clearly indicated. The selected supplier/s has to ensure regular availability of spares for upto 10 years from the date of successful installation at IIT Patna.
09. **Performance Guarantee**: 10% in the form of Bank Guarantee/ Fixed Deposit of the total order value needs to be submitted for such period as to cover two months beyond the warranty period for any order for equipments of more than Rs. 1 Lakh. In case of non submission of BG/FD, an equivalent amount will be retained while payment till the above mentioned duration.
10. **Late and delayed quotation**: Late and delayed quotations will not be considered. In case any unscheduled holiday occurs on prescribed closing/opening date, the next working day shall then automatically be the prescribed date of closing/opening of the quotation with no change in timing.
11. **Ground for Rejection of Quotation**: The quotations are liable to be rejected if the foregoing conditions are not complied with. The quotation should be complete in all respects and duly signed on each page with stamp of the authorized signatories, failing which it shall be rejected. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. The quotations shall be rejected if the information, on the outer cover of the bid, is not provided in the format given in the table in Page 1.
12. **Payment**: Payment will be made within 21 days from the date of successful delivery and acceptance of goods at IIT Patna/ successful installation in case of machinery, equipments or the likes, generally through RTGS / FUND TRANSFER. Following information must be clearly written in the quotation for RTGS / FUND TRANSFER: -
 - (a) Name of the Firm with complete postal address
 - (b) Name of the Bank with Branch where the Account exist
 - (c) IFSC CODE
 - (d) ACCOUNT No
 - (e) PAN No
 - (f) VAT/TIN No (Required from the vendors belongs to BIHAR)
13. **GST Exemption**: The Institute is partially exempted from the payment of GST vide GOI Notification No.45/2017-Central Tax (Rate), dated 14.11.2017 and 47/2017-Integrated Tax (Rate), dated: 14.11.2017.
14. **Liquidated Damage**: If a firm accepts an order and fails to execute the order in part or in full, as per the terms and conditions stipulated in the Purchase Order, it will be open to the institute to recover the liquidated damages from the firm at the rate of 0.5% per week of the order value subject to a maximum of 10% of the order value. It will also be open to the institute alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the defaulter firm/vendor, which accepted the order but failed to execute the order according to the stipulated agreed upon. Defaulter vendor(s)/ firm(s) are also liable for blacklisting.
16. **Termination for default**: Default is said to have occurred
 - (a) If the supplier fails to deliver any or all of the goods/ items/ services within the time period(s) specified in the purchase order or any extension thereof granted by IIT Patna.
 - (b) If the supplier fails to perform any other obligation(s) under the contract
 - (c) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IIT (or takes longer period in spite of what IIT may authorize in writing), IIT may terminate the contract / purchase order in whole or in part. In addition to above, IIT may at its discretion also take the following actions: IIT may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the

undelivered items/products and the defaulting supplier shall be liable to compensate IIT for any extra expenditure involved towards goods and services to complete the scope of.

17. Applicable Law:

(a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing, as may be applicable upon IIT Patna.

(b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, India only.

(c) Any dispute arising out of this purchase shall be referred to the Registrar IIT Patna, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, (to be appointed by the Director of the Institute). The decision of such Arbitrator shall be final and binding on both the parties.

18. The acceptance of the quotation will rest solely with the Registrar, IITP, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all of the quotations received without assigning any reason(s).

19. **Important:** The Director may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lowest bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Purchase Order.

20. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(ii) If a Force Majeure situation arises, the Supplier shall promptly notify IIT Patna in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. The in general Printed conditions of supply of the firm, if any, will not be binding on the Institute.

22. **e-way Bill:** The creation of e-way bill is in the scope of supplier.

ADDITIONAL TERMS FOR IMPORTED GOODS

Following terms besides the fore mentioned terms will be applicable in case of foreign purchases:

01. **Rates:** Quoted rates should be in FCA/FOB terms and charges to be stated in the following break-

(a) Ex-works value

(b) (+) Documentation & Handling Charge, if any

(c) (+) Any other charges

(d) Total FOB/FCA value.

02. **After Sales Service:** In case of imported items, foreign manufacturing firms should indicate facilities available for after sales service, detail address and contact number of their local representative in India without which their offers are liable to be ignored.

03. **Delivery:**

(a) Delivery of goods at IIT Patna, will have to be maximum within 30 (thirty) days from the date of issue of the Purchase Order.

(b) Delivery at Delhi Airport only: As we do not have clearing agent in any other Airport, delivery is to be made only at Delhi through our freight forwarder.

(c) While transshipment will be allowed, part shipment will not be allowed.

04. Payment:

- (i) Payment by an irrevocable letter of Credit (90% against delivery and rest 10% after successful installation of the Equipment) at FOB/FCA value non-negotiable through any overseas branch of State Bank of India with unrestricted provision. All bank charges inside India will be borne by IIT Patna and outside India will have to be borne by the supplier.

OR

- (ii) 100% Payment Basis: 100% payment by TT Swift / DD against delivery and upon satisfactory installation will be made. In this case, on receipt of your Order Acknowledgement and document (i.e. AWB and MWB) through our freight & forwarder, payment will be made for total ordered value.

Note: Please note LC will not be opened unless and until Letter of Acknowledgement in original is received at IIT Patna, directly from the Principals (Even in case of firms having subsidiary office in India). The Indian agents are therefore advised to submit quotation after consulting with their respective Principals abroad.

- (iii) Indian Agent Commission:

- (a) **Payment of agency Commission against FOB/ FAS Contract-** Entire 100% agency commission is generally paid after all other payments have been made to the supplier as per the terms of the contract.
- (b) Indian agents of foreign suppliers are to receive their agency commission in Indian Currency only.
- (c) GFR 2017 provisions shall be binding.

05. Customs Duty:

The Institute is exempted from payment of Customs Duty vide GOI Notification No.51/96-Customs, dated 23.07.96, with Regn. No. TU/V/RG-CDE (1081)/2012, dated 26.10.2012. [CUSTOMS DUTY EXEMPTION CERTIFICATE WILL BE MADE AVAILABLE BY THE INSTITUTE IN REGARD TO QUOTES IN FOREIGN CURRENCY ONLY [NOT AGAINST QUOTES MADE BY A FIRM IN INDIAN CURRENCY, UNLESS THE CONCERNED FIRM IS A FOREIGN HOLDING COMPANY WITH 'FDI' CERTIFICATE ISSUED BY THE MINISTRY OF FINANCE, GOVT. OF INDIA].

06. **Agency Commission:** The percentage of ex-works value to be paid to Indian agent in equivalent Indian currency as agency commission as applicable will have to be clearly stated in the quotation wherever applicable.
07. **Country of Origin:** While Country of Origin Certificate will not be insisted upon, the same however will have to be stated in the Original Invoice for payment through LC.
08. **LC Amendment:** LC amendment charges due to mistake(s) on the part of the supplier, if any, will have to be borne by the supplier.
09. **Others:** Institute is also ready to purchase the goods on "High Sea Sale Basis" agreement. In this, Institute will provide all assistance to supplier and supplier will Import the goods on behalf of IIT Patna and payment will be done in Indian Rupees against delivery like Indigenous purchases.
10. Deviations from the terms & conditions of IIT Patna documents should not be allowed.

Enclosed: **ANNEXURE- I (a) & (b)**

Registrar, IIT Patna

ANNEXURE- I (a)

Technical Specification for “GPU Computing Nodes”

Quantity: 02 (Two)

Processor	2 x Intel® Xeon® processor CLX-SP 4208 8C/16T 2.1G 11M 9.6GT 2UPI
Chipset	Intel® C621 chipset32 GB DDR4-2400 ECC RDIMM
RAM	32 GB DDR4-2400 ECC RDIMM
GPU	1 x Nvidia 2080 Ti 11GB DDR5
LAN	Dual Port Gigabit Ethernet
Expansion slots	4 PCI-E 3.0 x16, 2 PCI-E 3.0 x8 slots
Ports	Rear USB: 2 USB 3.0 + 2 USB 2.0,Front USB: 2 USB 2.0,USB Header: 1 Type A,,2 x RJ45
Chassis	Tower Chassis with 1280W Redundant Platinum Level Certified High-Efficiency Power Supply
Warranty	3 year on-site

Annexure – I (b)

FORMAT OF COMPLIANCE STATEMENT

Para of NIQ Enquiry Specification	Specification of Equipment Offered	Compliance to NIQ specification whether yes or no (if yes indicate the page no and Put a Flag also highlight the matching specification)	In case of non-compliance deviation from NIQ specification to be indicated in unambiguous term.
01	02	03	04

* The compliance certificate along with the page no indication (i.e. required spec and availability of the page in the entire NIQ documents by flagging or giving page no) must be submitted with the bid for evaluation. Firm not submitting the model/spec and their details availability in the bid documents by flagging/page no may not be considered for evaluation.

NIQ FORMAT FOR INDEGENOUS SUPPLIES (For Price Bid only)

Reference No.: IITP/NIQ/R&D/163/QDS-03/2019-20 Date: 16/01/2020

SI No.	Description of Item & Model	Quantity	Basic Unit Price
(a)			

Delivery Mode: F.O.R. Patna.

Total bid price should be inclusive of:

- (b) (+) GST
- (c) (+) Packaging, Freight & Insurance Charge, if any
- (d) (+) Installation & Commissioning charge, if any
- (e) (+) Any other charges (if applicable)
- (f) Grand Total F.O.R. IIT Patna, Price.

Total bid price F.O.R. IIT Patna [same as Grand total in (f) above] for the above quoted items is Rs.....

Delivery Period: As per NIQ.

Validity Date: Minimum 90 days from the date of opening of NIQ.

Place:

Date:

Signature: _____

Name: _____

Business Address: _____

Email _____

Contact No: _____

Affix Rubber Stamp

Annexure – I (C)

NIQ FORMAT FOR FOREIGN SUPPLIES (For Price Bid only)

Reference No: **IITP/NIQ/R&D/163/QDS-03/2019-20** Date: **16/01/2020**

Sl No	Description of Item & Model	Quantity	Unit Price on F.O.B/ FCA International Airport	Total Price, International Airport	Country of Origin	Indian Agent Commission Rs.

Note: FOB/FCA price from international airport. Indian Agent's commission if not included in the FOB/FCA price will be paid in Indian Rupees separately. (In case no agent is involved, please write clearly)

Delivery Period: As per NIQ

Packaging & Freight etc. extra:

Total bid price for the above quoted items is Rs.

Place:

Date:

Signature: _____

Name: _____

Business Address: _____

Email _____

Contact No: _____

Affix Rubber Stamp