



# Skymet Weather Services Pvt. Ltd.

## Noida-201301

### TENDER NOTICE

**Tender No. SKY/NO/2018/0001**

**Dated: Jan 8, 2018**

Skymet Weather Services Pvt Ltd, Noida (hereinafter called "Skymet") invites sealed competitive tenders from the authorized dealers and bonafide integrators for supply of a high performance computing cluster to the Skymet. The tenders shall consist of two parts (i) Technical bid with technical specifications (ii) Commercial bid including item wise rate, discount, commercial terms and condition etc.

The tender document has to be dropped in a box, kept for the purpose in the office of Skymet Weather Services Pvt Ltd, Plot No. 10 & 11, Prius Heights, Sector – 125, Noida - 201301 between **Jan 09, 2018** to **Jan 29, 2018** at or before 12.00 noon.

A **pre-bid meeting** with potential bidders will be conducted at office of Skymet on **Jan 15, 2018 at 11:00 AM**. The aim of this meeting is to clarify any questions on the technical specifications that the potential bidders may have before the bids are turned in. Please contact:

*Dr. Anisetty SKAVP Rao*

*Ph No.: 0120-4094500 Ext-104*

*email: anisetty.rao@skymetweather.com*

The purchase committee will also make a short presentation on the technical specification for the vendors' benefit at this time.



The technical bids will be opened in the **conference room of the** Skymet Weather Services Pvt Ltd, Noida, on **Feb 2, 2018** 12:00 pm. The bidders can have their representatives present at the time of opening of technical bids.

After this, the commercial bids of only those who qualify in the technical bids will be opened in the same room at a date and time that will be communicated to successful bidders by **Feb 6, 2018**. These parties can have their representatives present at the time of opening of commercial bids.

### **1. Eligibility Criteria (to be supported with documentary proof)**

A) Bidders should be authorized dealer or Integrator for the type of High Performance Computing (HPC) cluster. The requirements for Authorized Dealers and Integrators are:

a. For Branded Products:

- i. The bidding vendor should be authorized reseller or dealer of the product manufacturer and an authentication towards this should be submitted along with technical bid.
- ii. The terms of on-site service should be made clear as to whether it is undertaken by the manufacturer or by the bidder and should be made clear as to how the “on-site” comprehensive warranty would be managed.
- iii. Complete hardware details pertaining to the model quoted should be clearly provided into technical bid as against the line items mentioned in the specification table (Table -A).
- iv. All the prices offered should be in Rupees and should be the landed cost at all-inclusive price to the Skymet office at, Noida **only**.



b. For OEMs and Integrators:

i. If the offer is for Intel Processor based systems:

1. “Associate Premiere Partner” or “Premium Provider” (not just a dealer - GID), and the authentication from Intel for this to be produced along with the technical bid.
2. All the units delivered should have Intel Certification and have an authentic mark to that effect.
3. The hardware specifications proposed should either meet or exceed the minimum specification as required in the specification table (Table-A).

ii. The bidder should have good technical and commercial track record in building and deploying high end platforms in the category of servers.

B) The Bidder should have executed at least one single purchase order worth Rs. 1 Crore or higher (singly) within the last three financial years (2015-16, 2016-17 and 2017-18) for the Government Institutions or Corporate/s with at least one high end HPC cluster system as part of the order. Supporting documents / certificates in this regard along with their contact details should be produced with the technical bid.

C) The bidders should have supplied and installed 1 or more HPC cluster systems in Government or Corporate bodies. A list of major clients along with installation size at each place with full address, telephone number & FAX No. giving full details in [Annexure-I](#) is to be enclosed.

D) The bidder, should quote for all components of the systems mentioned in the specifications and should be in a position to supply all of them.



- E) The bidder should have a working office and technical support team in NCR region and an annual turn-over of at least Rs. 5 Crore for the past three financial years (2015-16, 2016-17 and 2017-18). The audited financial documents are to be enclosed along with technical bid, to qualify for the eligibility.

## 2. **Details of items**

The Specifications of the HPC cluster system to be procured under this tender are given separately in [Annexure-II](#).

## 3. **Important Information**

- a. **Last date/time for receipt of bids: Jan 29, 2018 12:00 noon**
- b. The Systems quoted could be branded product from MNC such as IBM, HP or Dell or from OEMs or from Integrators meeting specified conditions mentioned at appropriate places in the document.
- c. The HPC cluster system is to be based on 64-bit Intel families of processors only and all associated support devices must be supported by the 64-bit Linux OS.
- d. The reference specifications of the components for the systems of each category within the cluster are given for one family of the processors separately in as per Table – A to ensure base-line performance of the systems to be procured.
- e. The vendors must provide written estimates of sustained performance (Rmax) throughput for their implementation of the HPC cluster system. These performance estimates must be given for the scenario where only physical processor cores, without any turbo/over clocking options enabled are used.



- f. Delivery will be considered validated when the actual fully assembled system delivers a performance of that is at least 90% of the vendor specified estimates or better (see section II of Table - A).
- g. HPC cluster solutions based on processors of the other family, with performance equivalent to those of the specified hardware composition, could be quoted alternatively. The systems would be considered alternative only if they are able to deliver performance that can be validated as described in section II of the Table -A .

#### **4. Instruction to bidders**

- a) Please go through the tender document completely and thoroughly.
- b) Tender document is not transferable.
- c) A pre-bid technical meeting will be held in the conference room of Skymet Weather Services Pvt Ltd, Noida on Jan 15, 2018 at 11:00 AM to clarify technical details of the HPC system to potential bidders.
- d) Interested bidders may submit their offers between Jan 9, 2018 and Jan 29, 2018 on or before 12.00 noon (IST). Technical Bids for the HPC Cluster system will be opened at Skymet's, Noida office, on date and time that will be intimated to the bidders via e-mail on the evening of Feb 2, 2018

***A valid e-mail address for communication should be clearly mentioned on the outside of the tender to allow Skymet to convey this information.***

- f) The technical and commercial bids will be opened in the presence of the bidders or their authorized representatives who choose to attend the meeting on the specified date and time.
- g) In case the offer deviates from our requirement and terms & conditions in any manner, these deviations must be clearly indicated in the technical bid failing which



Skymet terms & conditions will be binding on the bidder. Skymet reserves the right to accept or reject any of the deviations.

- h) The bidder shall clearly mention the period of warranty in the technical bid. Minimum period required is three years for all equipment. The bidders shall also submit a list of their major clients in India with copies of orders supplied to them.
- i) The responsibility of the bidder is not only to ensure supply of full ordered quantity within the stipulated time in the purchase order but also proper installation/placement within specified period after delivery of the items to Skymet and also to ensure that no damage or defective supply of HPC Cluster Systems are made.
- j) The items indicated in the purchase order have to be **delivered and installed within 6 weeks** from the date of issue of the Purchase Order. A penalty of 0.5% of the order value per week of delay would be levied, up to limit of 2% (four weeks of delay) and beyond this period, the PO would be cancelled. An undertaking to accept these terms is one of the criteria for accepting the commercial bid.

#### **5. Documents comprising the bid**

All pages of the tender document shall be invariably signed by the authorized personnel and company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel (if authorized person is not director then POA authorizing him/her and in case authorized person is director then board resolution authorizing him/her to participate required). There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.

#### **Technical Bid**

- a) Provide clear and detailed information (model nos. and manufacturer when applicable) for all the components described in the technical bid.



- b) If there is any claim for enhanced capability of any components quoted, in comparison to the specified requirement, it has to be explicitly mentioned by the bidder. It will have no extra bearing on the consideration of the bid. However, the Technical Committee would take a view on such claims and it reserves the right to accept or otherwise.
- c) The quote shall be valid at least for 6 months from the date of opening of the technical bid.

### **Commercial Bid**

The Commercial bid shall contain rates of the items and commercial terms & conditions. The price quoted should be all inclusive and it should show clearly both price per unit and the total price for the units specified under each of the system categories along with applicable tax components.

### **6. Submission of Bids**

The Technical Bid complete in all respects should be sealed in one cover and super-scribed as Technical Bid. Similarly, Commercial Bid complete in all respects should be sealed in one cover and super-scribed as Commercial Bid. Both the covers should be put into another big cover and sealed.

This cover should be super-scribed as “Tender for SKYMET HPC cluster system” and Tender No. SKY/NO/2018/0001 Dated: Jan 09, 2018 to Jan 29, 2018 indicated.

**The bidders e-mail address and contact phone number should be clearly indicated on the outside of all the covers in order for Skymet to intimate them about the date and time at which the technical bids will be opened. The cover shall be addressed to the** Skymet Weather Services Pvt Ltd, Plot No. 10 & 11, Prius Heights, Sector-125, Noida - 201301



The bidder is expected to ensure compliance of all instructions, specifications, signing of the documents, fixing official rubber stamp, enclosing DD/s, etc. Failure to submit all information required by the bidding documents will make the bid liable for rejection.

In case of any discrepancy in the rates indicated in the Commercial bid either in figures or words, the rates in words will be considered for evaluation.

## **7. Opening of Bids**

Technical Bids will be opened at the conference room of the Skymet Weather Services Pvt Ltd, Noida at the date and time that will be indicated. On finalization of the technical bids, commercial bids of only those tenders whose technical bid is found suitable will be opened once all technical bids have been qualified.

Representatives of all bidders may be present when technical bids are opened for any clarifications that may be needed. The date and time of opening of technical bids will be intimated to bidders on Feb 8, 2018.

Skymet reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever. The Skymet also reserves the right not to accept the lowest rates quoted by bidder and also will not hold any responsibility for delay of any bid. The bids will be evaluated on the basis of the total bid value. The bidders should be capable of supplying the FULL HPC cluster system within the stipulated period of supply.

## **8. Security Deposit**

The successful bidder will have to deposit an amount equivalent to 5% (five percent) of bid value as Security deposit of order value in the form of Demand Draft / Bank Guarantee from the Nationalized Bank as per the format enclosed at [Annexure-III](#). Security Deposit will be returned to the bidder after successful execution of the contract. Security Deposit would also be non-interest bearing. Non-performance of





the contract will result in forfeiture of security deposit with application of risk purchase clauses as appropriate.

DD should in favour of 'Skymet Weather Services Private Limited', payable at Noida.

## **9. Warranty**

- a) The bidder shall provide warranty at least for 3 years for the whole HPC cluster system.
- b) The supplier shall confirm that the supplied items under this contract are new. The supplier shall further warrant that all components supplied under this contract shall have no defect arising from any act or omissions of the supplier that may arise under normal use of the supplied Systems in the conditions prevailing at Skymet.
- c) In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of at least 6 months.
- d) All charges with regard to supply of spare components, labour, travel, per diem and accommodation to supplier's staff, etc. shall be borne by the supplier during the period of warranty. The Skymet shall not pay any additional expenditure for services rendered during the warranty period.

## **10. Performance Guarantee on site Warranty**

The warranty period shall be at least 3 years from the date of satisfactory installation of the Systems. A performance guarantee of an amount equivalent to 10% of the Purchase Order value in a prescribed format enclosed at [Annexure-IV](#) has to be submitted.

## **11. Defect Liability clause**



- a) In case any loss, breakage / damage and manufacturing defects are detected in the supply; it should be replaced / compensated by the supplier free of cost and without any charges whatsoever.
- b) The supplier will remain responsible for any defect arising out of defective or improper materials for a period of 3 years from the date of installation and they shall be bound to make good the same at their own cost or in default, the Skymet may cause the same to be made good by other agency and deduct the expense from any sum that may be there and any time there after may become due to the supplier or from security deposit / performance guarantee.

## **12. Enhancement in Rates**

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

## **13. Payment Terms/Security Deposit**

Payment shall be made after satisfactory supply (60%) and installation and testing (40%).

## **14. Liquidated Damages for Delayed Supply and Installation**

Time is the essence of the contract and the supplier shall pay or allow Skymet to realize the sum equivalent to 0.5% of the order value of the delayed systems per week of delay up to limit of 2% (four weeks of delay), as agreed compensation for delay for the period during which the set supply and installation shall remain incomplete beyond the time of completion or beyond the time duly extended in writing by Skymet. Skymet may deduct such damages from any money due to the supplier.

## **15. Execution of agreement**

The successful bidder should enter into an agreement with the Skymet within 07 (Seven) days of receipt of purchase order in stamp paper (to be arranged by the supplier).



16. The supplier will have to conform to the provisions of all local laws/acts relating to work/labour and to the regulations and bye laws etc of the Govt. and local authorities and of any company with whose system the installations are proposed to be connected.
17. The supplier will remain bound to strictly Skymet's security norms. Materials movement in and out should positively be recorded in our security check post.
18. All legal disputes shall be subjected to Noida jurisdiction only.

### **Technical specification – Table - A**

#### **Detailed Specifications for baseline configuration**

***This is the reference configuration that will be used to identify the commercial bids for the qualifying comparisons***

#### **Compute nodes**

Number of compute nodes: 24

**Considered configuration of each Compute Node (Intel based system):**

#### **SPECIFICATIONS AND TECHNICAL DETAILS**

The proposed system should have a total compute capability of 512 or more physical cores, from the CPU cluster.

Table 1: Technical Specifications of the HPC System

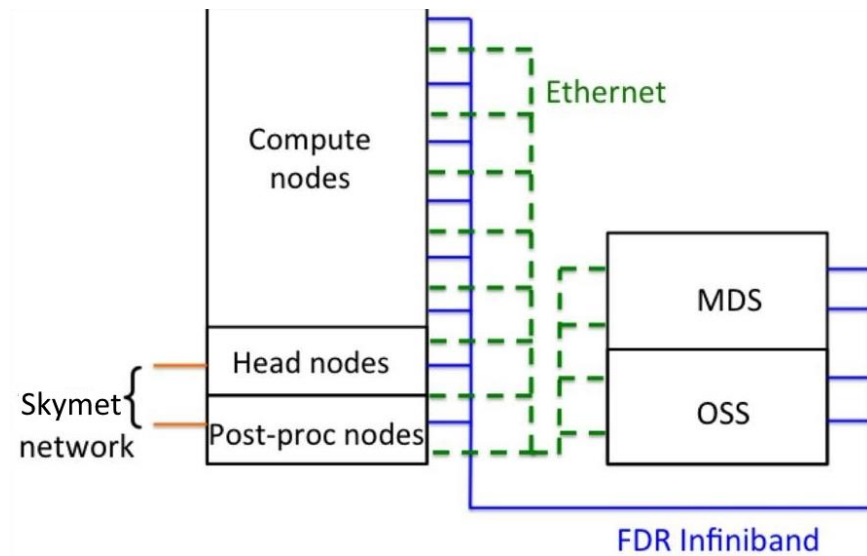
<b>High Performance Computing CPU Cluster</b>		
1.	System Architecture	Tightly integrated cluster with IB-FDR or proprietary interconnect
2.	Compute node	24 nodes + 1 master node
3.	Processor	Intel Xeon E7-8890v4at 3.4 GHz or higher or



	Architecture (64-bit)	IBM Power7 at 3.8GHz or higher
4.	Memory	Total of 3100GB or more
5.	Node-to-node Interconnect speed with non-blocking and all-to-all connections	Infiniband switch (56GBPS)
		2 X Gigabit ethernet switch
		Node-to-node MPI latency of 2 microseconds or less.
6.	Optional local storage for OS & s/w env.	2 X 2TB Enterprise SATA @7200rpm or more for solutions supporting local storage on compute nodes.  25 X 120GB SSD
7.	Operating system	Linux based 64-bit OS with support for NIS/LDAP, NFS ver3/4, autoconf/automake, cmake, svn/mercurial/cvs/git, python, trace, vampir, emacs, vim etc., and the HPC benchmark programs compiled with solution specific configuration.
8.	HPC parallel development environment	Architecture specific Compiler suite for C/C++/Fortran90 and 77 with runtime libs, profilers and debuggers
		Communication libs MPI/OpenMP/threads. Vendor specific versions like MPICH2/MVAPICH/OpenMPI with non-mpd based installation.
		gdb and PAPI
		Parallel runtime debuggers like DDT/Totalview

9.	Parallel Scientific and Math libs	Scientific and math libs for BLAS, LAPACK, Scalapack, fftw, hdf5, netcdf, PETSc, Trilinos etc.
10.	Support for Parallel filesystem	OS must support parallel file systems like lustre or gpfs, etc.
11.	Batch Schedulers and workload management	Open source based or commercial workload managers for batch job scheduling with policies to allow for advance reservation and resource usage based controls with job accounting and reporting. Must be able to support interactive jobs with GUI for debugging on a dedicated debug queue.
12.	Master and compute nodes	The master and compute nodes must have identical hardware and configuration, where applicable.
13.	Service nodes	2 or more service nodes to be provided for management and monitoring of the server. Hardware configuration must be compliant to support the service management tools for the server.
14.	System configuration and management	Unified system monitoring toolset for configuration, diagnosis and management. Compute node load monitoring tools like Ganglia/Nagios or equivalent must be part of the toolset.
15.	RAS features	All compute units must have hot pluggable, redundant power supply and fan units.
16.	Master and login node redundancy	8 management/service/login nodes must be made available for redundancy and in load balancing mode.

17.	Node Redundancy	1% of the required compute capacity must be provided extra as redundancy for compute node failures.



**Figure 1:** Schematic layout of cluster backplane interconnect

## Section - I

### Cluster backplane interconnect

The cluster backplane interconnect must be comprised of two physically separate networks as shown in figure 1. The technical bid **must** contain separate schematic network topology diagrams for each of the networks given in points 1-2 that clearly shows compliance with the following points

#### 1. Infiniband Backplane:



- a. This network backplane will be used for MPI between compute nodes and luster scratch space to/from cluster nodes (compute + master + post processing).
  - b. This network must be realized using 56 Gbps FDR or better **Infiniband** only.
  - c. One 36port Infiniband switches arranged as a 1:1 non-blocking network to allow for connecting upto 72 nodes must be provided.
  - d. All switches must be of the **managed, low latency, cut through type only.**
  - e. The vendors must provide a clear schematic showing details of the topology of this network.
2. **Management Backplane:**
- a. This network will be used for system administration on all cluster nodes.
  - b. This network must be built using **1 Gbps Ethernet** only.
  - c. Two managed stackable Ethernet switched with 52 ports each must be provided for this network.
3. **Note that each of the backplanes mentioned in point 1-2 must be realized as physically independent networks with their own dedicated set of switches and network interfaces on all nodes.** This is a strict requirement that will be necessary for technical qualification.
4. The Ethernet ports remaining on the master and post-processing nodes that are not assigned to either of the backplanes described in points 1-3 must be made available for external access via Skymet network.



5. The cluster compute performance (Rmax) will be tested using the HPLINPACK benchmark (<http://www.netlib.org/benchmark/hpl/>). Rmax will be measured using a linear equation problem of a size that occupies 80% of the sum of all the installed memory on the compute nodes. ALL physical cores on ALL compute nodes must be used in parallel via MPI for the test. **The technical bid must contain a written estimate of the Rmax that the vendor expects their implementation of the baseline configuration to achieve.**
  
6. Both estimates in points 5 and 6 should be given for the case where hyper-threading and any turbo or over clocking modes on all of the machines making up the cluster are disabled.

**1.1 Infiniband switch specifications for the infiniband backplane (see point 1 above):**

Number of switches needed: 1

Number of 56Gbps (FDR) or better ports per switch: 36 ports

These switches should be configurable as edge and core switches so as to realize a 1:1 non-blocking network capable of connecting upto 72 compute nodes.

These switches must be of **the cut through, low latency type** only.

These switches must be rack mountable.

**Any fabric management software with requisite number of licenses needed to realize the infiniband backplane must be explicitly described in the technical bid and listed as a separate line item.**

**1.2 Ethernet switch specifications for the management backplane (see point 2 above):**

Number of switches needed: 2

Number of 1 Gbpsports per switch: 52

The switches must be of the **true stackable, managed** type only.





The switches must be true stackable in order to realize a unified switch with a total of 100 or more 1 Gbps ports.

The switches, after stacking, should support layer 3 IPV4 routing in addition to layer 2 packet routing.

The stacking interconnect should be 5 Gbps or higher.

The stacking should be achieved such that it should be possible to manage both switches in a unified way using a single IP addresses via both web based and CLI interfaces.

The switches must be rack mountable.

Cat 6 cabling is to be used for all connections between cluster nodes and switch ports.

## **Section – II**

### **Delivery criteria and other requirements**

- 1) The bidders must supply all software components such as Linux OS, associated device drivers for all hardware and cluster and queue management software based on open source products latest available.
- 2) MPI libraries and compilers optimized by the OEM for the proposed solution should be supplied.
- 3) HDF5 v 1.8 or better libraries with parallel I/O capability enabled must be installed by the vendor and proof of this must be shown by running included example test programs.
- 4) Any software (OEM specific drivers, compilers, MPI, libraries etc.) and any associated software that would entail a license fee must be clearly itemized in the technical bid. The price quote for such license fees must be clearly itemized and presented in the commercial bid.



- 5) The vendor will be responsible for installation and configuration of all software, creation of user accounts needed to perform the tests needed to validate the cluster performance as outlined in point 1 above.
  
- 6) The vendor will be responsible for setting up the mechanism for creation and authentication of users on all nodes/servers in the cluster.

### **Additional optional items**

The vendors may provide pricing for realizing the following larger configurations. This is optional and will not be considered for determining the winning bid. If the pricing of these optional items are consistent with the bid for the basic configuration of the baseline 30 compute node cluster, the purchase order may include one of these

1. 5 additional compute nodes with the same specification as the baseline and necessary accessories.
  
2. 10 additional compute nodes with the same specification as the baseline and necessary accessories.
  
3. 20 additional compute nodes with the same specification as the baseline and necessary accessories.

### **CERTIFICATE OF ETHICAL PRACTICES**

I / We assure Skymet that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute. I / We will have no conflict of interest in any of our works / contracts Skymet



Date

Signature of the Tenderer

**Annexure - I**

**TECHNICAL BID**

(To be submitted in a separate sealed envelope)



**For supplying HPC Cluster System to Skymet Weather Services Pvt Ltd,**

Noida

1.	Name of Tendering Company/Dealer with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)	
2.	Do you possess trade license issued by Competent authorities? If so, please enclose a copy.	
3.	Name of Proprietor / Director	
4.	Furnish following particulars of the Registered Office a. Complete Postal Address	
	b. Telephone No.	
	c. Fax. No.	
	d. E-Mail Address	
5.	Furnish following particulars of the NCR Office, if the registered office is different a. Complete Postal Address	
	b. Telephone No.	
	c. Fax. No.	
	d. E-Mail Address	
6.	Are you a dealer? If yes, please attach a copy of the Dealership certificate issued by the manufacturing	



company	
7. PAN No. (Attach Attested Copy)	
8. TIN No. (Attach Attested Copy)	
9. Service Tax / Excise Regn. No. (Attach Attested Copy)	

10. Financial turnover for the five financial Years. (Please attach copies of audited balance sheet and IT returns)

Financial Year	Amount ( In Lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

(Attach separate sheet if space provided is insufficient)

11.	<p>Give details of the major clients – Government or Corporate Bodies to whom Servers &amp; Desk Top Computer Systems have been supplied by the bidder during the last three years in the following format. Copies of the Purchase Orders / Indents should be attached for proof</p>										
	<table border="1"> <thead> <tr> <th>Sl. No</th> <th>Name&amp;address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id</th> <th>Name &amp; quantity of the Installation</th> <th>Purchase Order/Indent No. &amp; Date</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl. No	Name&address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id	Name & quantity of the Installation	Purchase Order/Indent No. & Date	Amount					
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1				
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(If the space provided is insufficient, a separate sheet may be attached)

12.	Are you a regular authorized dealer or integrator for the type of Server & Desk top Computer system in this tender?	
13.	Have you supplied and completed at least one single purchase order of value Rs. 1 Crore in the last three financial years (2015-16, 2016-17, 2017-18) Please attach the copies of supporting documents.	
14.	Whether your annual turn over was Rs. 5 Crores in the last 3 financial years? Please attach copies of audited financial documents.	
15.	Please specify the time to minimum required supply the Server system from the date of receipt of the Purchase Order	
16.	Additional information, if any separat sheet, if	



	l required)	(Attach e
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**Please attach a detailed technical proposal for the HPC cluster system meeting the specifications given in the following pages, along with the above information.**

**Annexure – II**

**COMMERCIAL BID**

(To be submitted in a separate sealed envelope)

**HPC CLUSTER SYSTEM REQUIREMENT WITH SPECIFICATIONS**

**The basic price should be FOR, Skymet. Please indicate basic price, discount offered, Taxes, Duties, separately for each item.**

Sl.			Qty. in	Rate
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No	Specification	Nos	Quoted per Piece Rs.
1	<b>Compute nodes</b>		
	Processor		
	Server platform		
	Server Board		
	Memory		
	Infiniband		
	Ethernet		
	Hard disk		
	Remote management		
	Any other items (use addnl. Rows if needed)		
	TOTAL		
2	<b>Head nodes</b>		





	Processor			
	Server Platform			
	Server Board			
	Memory			
	Hard Disk			
	Infiniband			
	Ethernet			
	Any other items (use addnl. Rows if needed)			

**(Please give an itemized breakup of total cost for this component as above)**

**3 Cluster backplane hardware, i.e. cables, switches etc.**

**( please give an itemized breakup of total cost for this component as above)**




### **Annexure – III**

#### **SECURITY DEPOSIT BANK GUARANTEE**

THIS DEED OF GUARANTEE made at Noida \_\_\_\_\_ day of month \_\_\_\_\_ of (the year) by the Bank of (Bank" s name and address) (hereinafter called the „SURETY“ which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour Skymet Weather Services Pvt Ltd. (Hereinafter called the „PURCHASER“ which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s (Firm" s name) registered under \_\_\_\_\_ having its Registered Office (Firm" s address) (hereinafter called the „CONTRACTOR“ / „SUPPLIER“ which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No.

\_\_\_\_\_ dated \_\_\_\_\_(hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation and commissioning of certain equipment, item, material etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract. AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for (currency / amount) (In words) being ten percent of the Order / Contract price of (currency / amount) as



specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Purchaser on demand without any demur the sum of (currency/amount) (in words) being five percent of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Purchaser will be final and binding on the Surety. The Purchaser and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Purchaser shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor.

We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the



Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (currency/amount) (In words).

This guarantee shall remain in force till \_\_\_\_\_

Date:

Signature of a  
person duly  
Authorised to sign on  
behalf of the Bank  
with Seal of the Bank

*VENDORS TO SUBMIT THIS SECURITY DEPOSIT BANK GUARANTEE ON NON-JUDICIAL*

*STAMP PAPER OF RS. 100.00 FROM NATIONALISED / SCHEDULED BANK ONLY.*

#### **Annexure - IV**

#### **PERFORMANCE BANK GUARANTEE**

THIS DEED OF GUARANTEE MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018  
BY \_\_\_\_\_ THE

(Bank's Name & Address) hereinafter called "the Surety" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns) of the ONE part in favour of Skymet Weather Services Pvt Ltd., hereinafter



called "THE PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors in office and assigns) of the other part.

WHEREAS, (firm" s name) registered under the Indian Companies Act, having its registered office at (Firm" s address) (hereinafter called "THE CONTRACTOR") which term shall include its heirs, successors, administrators and assigns) have accepted an Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said "Contractor") with the Purchaser for supply of certain goods stated in the said contract to Purchaser in good condition provided in the contract.

AND WHEREAS it is one of the terms of the said contract that Contractor shall furnish to the Purchaser a bank guarantee comprising \_\_\_\_\_ % of the value of the order amount toRs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ for the satisfactory performance of the equipments supplied against the said contract at least for a period of \_\_\_\_\_ months from the date of supply, i.e. from

\_\_\_\_\_ or for a period of \_\_\_\_\_ months from the date of commissioning of ship in which items/equipments are fitted whichever is later and WHEREAS the purchaser has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

(1) In consideration of the above premises the Surety hereby unequivocally undertakes and agrees with the Purchaser to pay to the Purchaser upon demand in writing without any demur, protest and without referred to the Contractor, whenever required so by them so to do and within a fortnight from the date of such demand sum or sums not exceeding in the whole of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).



- (2) We, the (Bank" s Name) further agree that the purchaser shall be the sole judge to decide whether the Contractor has committed any breach of any of the terms or conditions of the said contract or the goods supplied by the contractor have failed in performance and that if any question arises as to whether any sum has become payable by the Contractor to the Purchaser by virtue of or arising out of the said contract and/or by such failure the decision of the Purchaser shall be final and binding on the Surety.
- (3) This guarantee shall come into force upon delivery of the equipments/items and shall remain in full force and effect till guarantee period of the said contract and till the terms and conditions of the said contract and any modification or variation or amendment thereof have been properly fulfilled or till the Purchaser certifies in writing that the said contract and any modifications or variation or amendment of the said contract have been truly and faithfully performed. However, in case the Bank Guarantee is provided for a limited period, the validity of the same shall be automatically extended till the guarantee period of the said contract.
- (4) We,.....(Bank" s Name), undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reason of the dissolution or winding up of the business of the contractor or any change in the constitution or composition of the contractor" s business.
- (5) We, .....(Bank" s Name), further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contract, from time to time or postpone for any time to time any of the powers exercisable by the Purchaser against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contract or of the modified or varied or amended contract and we shall not be relieved from liabilities by the reasons of any such modification or verifications or



amendments or extensions being granted to the said contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor or by any such matter or things whatsoever which under the law relating to securities would but for this provision have effect of so relieving us.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to`

\_\_\_\_\_ (Rupees \_\_\_\_\_ ). This guarantee shall be valid upto date and unless a claim or demand in writing is made on a bank within 6 months from the date of expiry of the bank guarantee the bank shall be released and discharged from all liabilities there under.

We, .....(the Bank Name) agree to renew and extend the validity of this Bank Guarantee till the terms and conditions of modified or varied or amended contract have been properly fulfilled by the contractor to the satisfaction of the Purchaser.

In witness whereof the Bank Name, the surety has signed this deed on day and year first hereinabove written.