Request for Proposal
for Procurement of 03 nos. High Performance Servers and 01 nos. High Processing Computing (HPC) Module-GPGPU Card

Open Tender Enquiry

To,

NW/117/MSIS-HW 15 Nov 18

Request for Proposal (RFP) No. 36
dated 15 Nov 18

1. Bids in sealed cover are invited for supply of item listed in Part II of this RFP. Please super-scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below :-

(a) Bids/queries to be addressed to :-

Director General
(Kind Attn: Smt Parul Gupta, Sc 'E', DDG (NW))
WESEE
West Block 5, RK Puram
New Delhi 110 066

(b) Postal address for sending the Bids :-

Director General
(Kind Attn: Smt Parul Gupta, Sc 'E', DDG (NW))
WESEE
West Block 5, RK Puram
New Delhi 110 066

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(c) Name/designation of the contact personnel: Smt Parul Gupta, Sc 'E', DDG (NW)

(d) Telephone numbers of the contact personnel: 011-26190814/15 (Mon-Fri; 0900 – 1730 hrs)

(e) E-mail id of contact personnel: **ssm.wesee@navy.gov.in**
(**Note**: e-mail is not considered means of official correspondence)

(f) Fax number: 011-26172097

3. This RFP is divided into five Parts as follows:-

(a) **Part I**. The first part contains General information and instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

(b) **Part II**. The second part consists of details of items, technical specifications, delivery period, consignee details etc.

(c) **Part III**. The third part contains standard conditions of RFP such as Liquidated Damages (LD), duties, taxes etc.

(d) **Part IV**. The fourth part of the RFP consists of the commercial aspects of the procurement like payment terms, performance guarantees, and guarantees against warranty services etc., to be performed by the Seller.

(e) **Part V.** The fifth part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

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Part I – General information

1. **Last date and time for depositing the Bids**: **05 Dec 18 (Wednesday), 1430 hrs**. The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidders.

2. **Manner of depositing the Bid**: Sealed Bid should be dropped in the Tender Box marked as **WESEE TENDER BOX** at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bid**: **05 Dec 18 (Wednesday), 1500 hrs**. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box**: Ground Floor, West Block 5, RK Puram, New Delhi. Only Bids that are found in the WESEE tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bid**: WESEE, Ground Floor, West Block 5, RK Puram, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid**. This is an **Open Tender Enquiry** and **the bids will be accepted/ entertained by this office in accordance with GFR 2017**. This procurement is on **Single Bid** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.

7. **Forwarding of Bid**: Bid should be forwarded by Bidder under the original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP**: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids

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9. **Modification and Withdrawal of Bids**: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for

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submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder forfeiture of bid security.

10. **Clarification regarding contents of the Bid**: During evaluation and comparison of bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote**: Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.

13. **Validity of Bids**: The Bids should remain valid till 04 months from the last date of submission of the Bids.

14. **Earnest Money Deposit**: Bidder is required to submit Earnest Money Deposit (EMD) for amount of Rs 1,00,000/- (Rupees One Lakh only). The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidders would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **However, EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Scale Industries Corporation (NSIC) or any department of MoD or MoD itself**. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

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Part II – Essential Details of Item/Services Required

1. **Name of the Items**: This Establishment intends to procure 03 nos. High Performance Servers and 01 nos. High Processing Computing (HPC) Module-GPGPU Card with specifications as mentioned below:-

Sl.	Item Description	Qty
(a)	**Server 1** – 02 nos. Intel Xeon Silver 4116 2.1G, 12C/24T, 9.6GT/s, 16.5M Cache – Chassis with up to 8 x 2.5" SAS/SATA Hard-drive – 2666MT/s RDIMMs – 64GB RDIMM 2666MT/s Dual Rank expandable to 512 GB – 960GB x 02 nos SSD SATA Mix Use 6Gbps 512 2.5in expandable to 100TB – I/O Ports- 02 X 1 Gb Ethernet Port , min 04 USB, Video Card, min 04 PCIe Gen 3 slots – Hot-plug AG Drive, 3 DWPD, 5256 TBW – DVD+/-RW, SATA, Int – Dual, Hot-plug, Redundant Power Supply, 2000W – Configuration: Tower – 3 Years Onsite Support – Provide installation and expandability to 02 in number HPC CARD-GPGPU as detailed at Serial (c) below	*02*
(b)	**Server 2** – 04 Nos Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s, 16.5M Cache – 2.5 Chassis upto 24 Drives (24x SAS/SATA) – GRAPHICS slots + 2 x 16 Low profile, GPU Capable – 2666MT/s RDIMMs – 256GB RDIMM 2666MT/s Dual Rank – 1.92TB x 04 nos. SSD SATA Mix Use 6Gbps 512 2.5in – I/O Ports- 02X 10 Gb Ethernet Port , min 04 USB, Video Card, min 04 PCIe Gen 3 slots – Hot-plug AG Drive, 3 DWPD, 10512 TBW PERC H330 – RAID Controller, Adapter, Low Profile – 4 CPU (GPU Ready) – Dual, Hot-plug, Redundant Power Supply (1+1), 1100W 4 nos. SSD SATA Mix – Configuration: Tower – 3 Years Onsite Support – Provide installation and expandability to 02 in number HPC CARD-GPGPU as detailed at Serial (c) below	*01*
(c)	**HPC CARD- GPGPU**: - – Contemporary GPU Architecture to support Multi-core, Multi-threaded, SIMD – Tensor Core: 640 – CUDA Cores: 5120 – Double Precision Performance: 7 TFlops – Single-Precision Performance: 14 TFlops – Tensor Performance: 112 TFlops	*01*

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	– GPU Memory: 16 GB HB M2 – Memory Bandwidth: 32GB/sec – System Interface: PCIe Gen3	
	– Form Factor: PCIe Full Height/Length – Thermal Solution: Passive – Max Power Consumption: 250W – Compute APIs: CUDA, DirectCompute, OpenCL, OpenACC	

2. **Technical Specifications:** The detailed specifications of the items are as mentioned at para 1 above. The specifications are customized to meet the exigency of Design/Development activity of various projects undertaken by the Buyer. The servers must not be assembled. The model of servers to be supplied must be released in last two quarters to ensure contemporary hardware.

3. **Single-Bid System**: Bidder is required to **furnish clause by clause compliance for all parts of RFP** bringing out clearly the deviations from the RFP. The Bidder is advised to submit the compliance statement in the following format along with Commercial Bid:-

Para of RFP	Compliance to RFP clause – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period**: Delivery period for supply of item would be **within six (06) weeks** of signing of supply order. Please note that the Buyer can cancel the tender unilaterally in case, item is not received within the delivery period. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of Liquidated Damages (LD) clause.

5. **Consignee details**:

Director General
(Kind Attn: HOD (Networking))
WESEE
West Block 5, RK Puram
New Delhi 110066

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Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract/Supply order**: The contract/supply order shall come into effect on the date of its acknowledgement by the seller and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract/supply order.

3. **Arbitration**: All disputes or differences arising out of or in connection with this tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the tender or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the tender or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present tender or any other tender with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present tender or any other tender with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the tender and all or any other tender with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the tender imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the

award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages**: In the event of the Seller's failure to deliver the product within delivery period mentioned in this RFP, the BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the quoted price of the item for each week thereof subject to a maximum value of 10%.

9. **Cancellation of order**: The Buyer shall have the right to cancel the order in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 01 (one) month after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than 06 (six) months.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this tender and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices**: Any correspondence/clarification required or shall be written in the English language and may be delivered personally or may be sent by FAX or

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registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties** (Will be provided as per extant rules)

(a) If Bidder desires to ask for Duty/Tax/GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax/GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax/GST will be entrained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax/GST and does not confirm inclusive of such duty/tax/GST so included is firm and final, he should clearly indicate the rate of such duty/tax/GST and quantum of such duty/tax/GST included in the price. Failure to do so may result in ignoring of such offers summarily.

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(d) If a Bidder is exempted from payment of any duty/tax/GST up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax/GST, it should be brought out clearly. Stipulations like, the said duty/tax/GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax/GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their

quoted prices shall be loaded with the quantum of such duty/tax/GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in any duty/tax/GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/tax/GST, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

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Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note : This is a Open Tender Enquiry and bids will be accepted/ entertained by this office in accordance with GFR 2017.

1. **Performance Guarantee**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the quoted price within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause**: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause**: The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause**: To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Sellers**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **The 100% payment will be made after delivery of the item and acceptance by the user subject to submission of the documents mentioned in Para 7 below**.

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6. **Advance Payments**: No advance payment(s) will be made.

7. **Paying Authority**: The payment of bills will be made through CDA (Navy/CG) on submission of the following documents by the Seller to the Paying Authority along with the bill:

(a) Ink-signed copy of contingent bill / Seller's bill.

(b) Ink-signed copy of Commercial invoice / Seller's bill.

(c) Copy of Supply Order

(d) CRVs in duplicate.

(e) Inspection note.

(f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(g) Exemption certificate for Excise duty / Customs duty, if applicable.

(h) Bank guarantee for advance, if any.

(j) Guarantee / Warranty certificate.

(k) Performance Bank guarantee / Indemnity bond where applicable.

(l) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(m) Any other document / certificate that may be provided for in the Supply Order.

(n) User Acceptance certificate.

(p) Xerox copy of PBG.

8. **Fall clause**: The following Fall clause will form part of the tender placed on successful Bidder:-

(a) The price charged for the items mentioned at Para 1 Part II under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the items mentioned at Para 1 Part II or offer to sell the items mentioned at Para 1 Part II of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the present contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell the items to any person/organization including the Buyer or

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any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the items of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original product at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs, which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

9. **Risk & Expense clause**:

(a) Should the item not be delivered within the time or times specified in this RFP, or if defective delivery is made in respect of the item, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of supply order, to declare the tender as cancelled either wholly or to the extent of such default.

(b) Should item not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's establishment, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the tender wholly or to the extent of such default.

(c) In case of material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to procure from any other source as he thinks fit, other stores of the same or similar description to make good :-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

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(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract."

10. **Force Majeure clause**:

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present tender is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the order totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Specification**: The following specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer. All technical literature and upgrades to the product shall be carried out as modifications by the Seller before supply to the Buyer.The seller in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures. This will, however not in any way, adversely affect the end specifications of the product. Changes in technical details, drawings, repair and maintenance techniques alongwith necessary tools as a result of upgradations/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

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12. **OEM Certificate**: In case the Bidder is not the OEM of the product, the bidder should attach the supporting documents as an authorized dealer/Valid partner certificate from the OEM authorizing the firm to undertake supply of above items.

13. **Earliest Acceptable Year of Manufacture**: The item should be of latest version, conform to current production standard and should have 100% defined life at the time of delivery. Deviations, if any, should be clearly brought out by the vendor in the technical proposal.

14. **Transportation:** The following Transportation clause will form part of the contract placed on successful bidder:-

(a) **CIF/CIP**: The stores shall be delivered CIF/CIP to WESEE. Seller will bear the costs and freight necessary to bring the items to WESEE. The seller has to procure Road Transport insurance against the Buyer's risk of loss or any damage to items during the transportation to the Buyer. The Seller will contract for insurance and pay the insurance premium. No partshipment and trans-shipment of hardware/software would be permitted. In case it becomes inevitable to do so, the seller shall not arrange part-shipment and/or transshipment without the express/prior written consent of the Buyer.

15. **Packing and Marking**: The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

(a) The Seller shall provide packing and preservation of the items mentioned at Para 1 Part II and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transhipment, storage and weather hazards during transportation, subject to proper cargo handling.

(b) The packing of the product and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) The Seller shall mark each package with in the English language as follows:-

(i) Supply order No. ----------

(ii) Consignee ----------

(iii) Ultimate consignee ----------

(iv) SELLER ----------

(d) Should any special product be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the product and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

16. **Quality**: The quality of the items delivered according to the present Contract shall correspond to the technical conditions and standards or specifications enumerated as per RFP and shall also include therein modification to the items mentioned at Para 1 Part II suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new and shall incorporate all the latest improvements and modifications.

17. **Quality Assurance**: The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

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18. **Inspection:** The inspection will be carried out by the Buyer at Buyer premises. The mode of inspection will be User Inspection.

19. **Franking clause**: The following Franking clause will form part of the contract placed on successful Bidder:-

(a) **Franking Clause in the case of Acceptance of Goods**: "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods**: "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

20. **Claims**: The following claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented either: (i) on quantity of the product, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the product, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the acceptance shall be presented within 45 days of completion of acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

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(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller

through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative.

21. **Warranty**:

(a) The supplied item shall carry a warranty of **36 months** from the date of acceptance of item or date of commissioning, whichever is later. The item supplied under the supply order and each component used in the item should be free from all types of defects/failures.

(b) The Seller shall warrant that the item supplied conform to technical specifications prescribed and shall perform according to the said Technical Specifications in this RFP.

(c) If within the period of warranty, the item reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum within 05 days of notification of such defect received by the Seller. Warranty of the product would be extended by such duration of downtime. Record of the down time would be maintained by user in log book. The seller also undertakes to diagnose, test, adjust and replace the product arising due to accidents by neglect or misuse by the operator or damage due to the transportation of the product during the warranty period, at the cost mutually agreed to between the buyer and the seller.

(d) Seller shall warrant that necessary service and repair back up during the warranty period of the product shall be provided by the Seller and he will ensure that the downtime is not more than 05 days of the warranty period.

(e). Seller shall associate technical personnel of Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) If the product fails frequently and the cumulative down time exceeds 50% of the warranty period, the complete product shall be replaced free of cost by the Seller within a stipulated period of 15 days of receipt of the notification from the Buyer. Warranty of the replaced product would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

22. **Product Support**: The Seller shall provide product support in terms of maintenance activities and repairs / trouble-shooting free of cost during the warranty period.

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23. **Technical Documentation**: All necessary documentation (Technical and User manual) for using the product has to be provided by the bidder.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria**: The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, GST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/ GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT/GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(c) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations as decided by the Buyer.

2. **Price Bid Format**: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) Basic cost of the items:-

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SNo.	Items	Qty	Unit Price (Rs)	Total Price (Rs)
Procurement of following items as per specifications at Part II of the RFP):-				
(i)	**Server 1** – 02 nos. Intel Xeon Silver 4116 2.1G, 12C/24T, 9.6GT/s, 16.5M Cache – Chassis with up to 8 x 2.5" SAS/SATA Hard-drive – 2666MT/s RDIMMs – 64GB RDIMM 2666MT/s Dual Rank expandable to 512 GB – 960GB x 02 nos SSD SATA Mix Use 6Gbps 512 2.5in expandable to 100TB – I/O Ports- 02 X 1 Gb Ethernet Port , min 04 USB, Video Card, min 04 PCIe Gen 3 slots – Hot-plug AG Drive, 3 DWPD, 5256 TBW – DVD+/-RW, SATA, Int – Dual, Hot-plug, Redundant Power Supply, 2000W – Configuration: Tower – 3 Years Onsite Support – Provide installation and expandability to 02 in number HPC CARD-GPGPU as detailed at Serial (c) below	02		
(ii)	**Server 2** – 04 Nos Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s, 16.5M Cache – 2.5 Chassis upto 24 Drives (24x SAS/SATA) – GRAPHICS slots + 2 x 16 Low profile, GPU Capable – 2666MT/s RDIMMs – 256GB RDIMM 2666MT/s Dual Rank – 1.92TB x 04 nos. SSD SATA Mix Use 6Gbps 512 2.5in – I/O Ports- 02X 10 Gb Ethernet Port , min 04 USB, Video Card, min 04 PCIe Gen 3 slots – Hot-plug AG Drive, 3 DWPD, 10512 TBW PERC H330 – RAID Controller, Adapter, Low Profile – 4 CPU (GPU Ready) – Dual, Hot-plug, Redundant Power Supply (1+1), 1100W 4 nos. SSD SATA Mix – Configuration: Tower – 3 Years Onsite Support – Provide installation and expandability to 02 in number HPC CARD-GPGPU as detailed at Serial (c) below	01		

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SNo.	Items	Qty	Unit Price (Rs)	Total Price (Rs)
(iii)	HPC CARD- GPGPU: - – Contemporary GPU Architecture to support Multi-core, Multi-threaded, SIMD – Tensor Core: 640 – CUDA Cores: 5120 – Double Precision Performance: 7 TFlops – Single-Precision Performance: 14 TFlops – Tensor Performance: 112 TFlops – GPU Memory: 16 GB HB M2 – Memory Bandwidth: 32GB/sec – System Interface: PCIe Gen3 – Form Factor: PCIe Full Height/Length – Thermal Solution: Passive – Max Power Consumption: 250W – Compute APIs: CUDA, DirectCompute, OpenCL, OpenACC	01		

(b) Accessories
(c) Commissioning charges
(d) Any other item
(e) Is GST/CGST extra? If Yes, then mention the following:

(i) Total value on which GST/CGST is leviable and Rate of GST/CGST
(ii) Total value of GST/CGST leviable

(f) Is Service Tax extra? If yes, then mention the following:

(i) Total value of Services on which Service Tax is leviable
(ii) Rate of Service Tax leviable
(iii) Total value of Service Tax leviable

(g) Is Custom Duty Exemption (CDE) required (**Will be provided as per extant rule**)

(h) Any other Taxes / Duties / Overheads / Other costs

(i) Warranty Period / Hardware Support/ Life Cycle

(j) Delivery Period / Delivery Plan

(k) Any other Taxes / Duties / Overheads / Other costs:

(l) Grand Total:

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