



NATIONAL SUPERCOMPUTING MISSION
INFRASTRUCTURE | APPLICATIONS | R&D | HRD



Centre for Development of Advanced Computing

A Scientific Society of Ministry of Electronics & Information Technology,
Government of India

Innovation Park, Panchavati, Pashan Road, Pune - 411008

Tel: +91-20-25868086 / 25503671-675,676

www.cdac.in / mmg@cdac.in

Additional Terms Conditions & detailed scope etc. to be read with GeM Bidding Document & will be binding on the prospective bidders.

GeM Bid No & CDACP/Intel-Gaudi3/25-26/438

CDAC, Pune invites bids for Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project.



Instruction for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically through the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: [https:// Government e Marketplace \(GeM\) | National Public Procurement Portal, Government of India \(gem.gov.in\)](https:// Government e Marketplace (GeM) | National Public Procurement Portal, Government of India (gem.gov.in)). For any queries at: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)

Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat) Helpdesk Outbound No's :0755-6681401, 0755-6685120, 011-69095625, 011-69095640
Railway Helpline: 011-44022666 Defence Helpline: 0755-6681450 Helpdesk Walk-In Address: 2nd Floor, Jeevan Tara Building, 5-Sansad Marg, Near Patel Chowk, New Delhi-110001. (9:00am-06:00pm Mon to Fri) For Seller related tutorials visit <https://gem.gov.in/training/videos/sellers>.



SECTION I – INVITATION OF BIDS

1 Introduction

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of Ministry of Electronics & Information Technology, Government of India. As a part of NSM project, C-DAC Pune invites bids from eligible bidders for Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project for upcoming NSM Sites as per schedule of requirements, terms and conditions stipulated in this document.

2 Contact information

Materials Management Group (MMG)
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati Pashan Road,
Pune - 411008, Maharashtra India
E-mail: mmg@cdac.in

3 Two Bid (e-Packet) System:

The bids must be uploaded on-line through the [GeM portal](#), as per GeM portal / policy

3.1 e-Packet No. 1: TECHNICAL BID

3.1.1 Section-I

- a. Covering Letter, as per **Annexure – A**.
- b. Authorization letter (on bidder's letterhead) issued by the competent authority of bidder, authorizing the signatory to sign on behalf of the bidder, as per **Annexure – B**.
- c. Scan copy of an EMD declaration, as given in Annexure.
- d. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- e. Copies of PAN and GST registration certificates, as applicable.
- f. The detailed technical solution offered as per format given in Section – IV & V.
- g. Compliance statement indicating the compliance of the items, equipment's, solution offered with the specifications.
- h. Copies of documents in support of eligibility requirements stipulated at para 4 Section – II.



- i. The copies of audited Profit and Loss Accounts OR the certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years.
- j. The undertakings from the Principal Manufacturers (OEMs) of equipment/ items offered as per Annexure – C.
- k. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

Note: C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

3.2 e-Packet 2: FINANCIAL BID

The Financial Bid/offer complete in all respects with all details as per BOQ.xls (unpriced / price bid format) through the GeM Portal/as per GeM portal policies.

Note:

C-DAC reserves the right to reject the bid, if any of the above listed documents are not submitted.

4 Site visit at Venue:

Bidders are requested to visit the site prior to raising their queries/doubts and clear understanding of the job involved thoroughly. C-DAC will respond to all such queries raised by the prospective bidders regarding the GeM Bid scope, conditions, terms & conditions etc. The prospective bidders requiring any clarification of the bidding document may raise their queries in writing through e-mail in the format given below. The queries/doubt/clarifications etc. must be raised within 7 days from the date of publishing the bid, positively.

Name of the bidder:			
Sr.	Section / Page/ Clause Reference	Query from bidder	C-DAC Response
1			
2			

5 Last Date of submission of bids:

Last date for submission of e-bids through [GeM portal](#) shall be as per given in GeM Bid Schedule.

6 Opening of on-line e-bids

The technical e-bids will be opened through the [GeM portal](#) for processing further.

7 Opening of commercial e-bids:

Commercial e-bids of the qualified bidders only will be opened through the GeM portal. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on



bidders. C-DAC's bid evaluation committee will be authorized to take appropriate decision on minor deviations, if any.

The date of opening of commercial bids will be as per the GeM portal/policy communicated to the qualified bidder. The R.A. process will start as per the GeM portal policy, if R.A. is published in the GeM Bid. The bidder's name, bid prices and other appropriate details will be displayed on the GeM portal.

(END OF SECTION I)



SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

1 Locations for Supply/Delivery:

Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project at CDAC Innovation Park, Pashan, Pune 411 008.

2 Order Placements & Payment by

The orders will be placed and payments shall be released by
Centre for Development of Advanced Computing (C-DAC),
Innovation Park, Panchavati, Pashan, Pune 411008, Maharashtra, INDIA

3 Delivery Period

The entire Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project **within 12 weeks** from the date of contract/order generated and placed through the GeM portal.

4 Eligibility Criteria

The bidder must comply with the minimum eligibility criteria stipulated below.

- 4.1 The bidder must submit the documents as listed at para 3.1 and 3.2, Section – I of this document.
- 4.2 The bidder must be either a Principal Manufacturer (OEM – Original Equipment Manufacturer) of Server nodes or their respective Indian subsidiary, or their (OEM's) authorized system integrator in India.
- 4.3 The bidder is required to submit a Manufacturer Authorization Form (MAF) from Intel.
- 4.4 The bidder must be a legal Indian entity registered under appropriate Law/ Act.
- 4.5 If the bidder is an authorized system integrator, the specific authorization letter/s from Principal/s, as per Annexure - C must be submitted along with the technical bid. In this case, the authorization letter (Annexure – C) issued by the Indian subsidiary of Principal Manufacturer is acceptable.



- 4.6 If the bid is submitted by the Indian subsidiary of Principal Manufacturer (OEM), the letter from Principal Manufacturer (OEM) must be submitted certifying that the bidder is the subsidiary company of the Principal Manufacturer (OEM) in India.
- 4.7 The Indian agent or System Integrators and the Principal manufacturer (OEM) of Intel cannot bid simultaneously.
- 4.8 The bidder must quote for all the items as per Scope of Supply as given in Section V of this document.
- 4.9 The bidder must have minimum annual sales turnover of Rs. 16 lakhs for each of last three financial years.
- 4.10 The bidder must have executed successfully at least one order of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project.
- 4.11 The bidder must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (Annexure – A)
- 4.12 The bidder must comply with the provisions of Office Memorandum: F/No/6/18/2019-PPD dated 23rd July, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, GoI or latest Notifications
- 4.13 The solution offered must comply with the provisions of Order No P-45021/2/2017-PP (BE-II). Dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI, read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI or latest Notifications

Note: The bidder should provide sufficient documentary evidence to support of the eligibility criteria and exemptions mentioned. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

5 Exemptions

If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation.

- Bidders wishing/eligible to claim the exemption (if any), need to upload the valid documents at the appropriate stages as per the GeM portal/policy.



6 C-DAC Right to amend / cancel

- 6.1 At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- 6.2 The amendments to the GeM Bid documents, if any, will be notified by release of Corrigendum Notice on [GeM portal \(as ATC\) / www.cdac.in](http://www.cdac.in) against this GeM Bid. The amendments/ modifications will be binding on the bidders.
- 6.3 C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.
- 6.4 C-DAC reserves the right to cancel the entire RFP without assigning any reasons thereof.

7 Precautions while preparing the Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. Only Single technical solution to be submitted.

8 Earnest Money Deposit (EMD) – Exemption format attached.

- 8.1 The bidder must submit the undertaking towards Earnest Money Deposit (EMD / bid security), as per format given in Annexure subject to the conditions stipulated therein
- 8.2 The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, immediately through the GeM portal, failing which C-DAC reserves the right to take appropriate legal action as declared in the EMD declaration and cancel the order.
- 8.3 C-DAC reserves the right to declare the bidder as un-eligible for said tender and/or debar from any future bidding processes of C-DAC & Other Govt. Institutes:
 - 8.3.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - 8.3.2 In case a successful bidder, fails to furnish the Security Deposit (Refer Clause 3 of Section III).
 - 8.3.3 If the bidder fails to furnish the acceptance in writing, within 10 days of award of contract/ order.

9 Period of validity of bids

- 9.1 Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.



- 9.2 C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request. A bidder agreeing to the request for extension will not be permitted to modify their bid.

10 Submission of Bids- Online

The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid & disclosure of price in the technical bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

11 Evaluation of Bids

The bids will be evaluated in two steps.

- 11.1 The bids will be examined based on eligibility criteria stipulated at para 3, Section – II of this document, to check the eligibility of the bidders. The technical bids of only the eligible bidders will be evaluated based on technical requirements stipulated in the RFP.
- 11.2 Only the bidders, whose technical bid is found to meet the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date of the opening of the commercial bid through the GeM portal.
- 11.3 The decision of the TEC with respect to complete technical evaluation is final and binding on all the bidders.
- 11.4 During evaluation of the bids C-DAC at its discretion may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices is permitted. If required C-DAC may invite the Bidders for technical presentation on the solution offered. During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the bidders may be given an opportunity to clarify on same. If in the view of bidder, any change in quantity, make or model is required or any additional items are required, for clearing the said discrepancy, the bidder has to arrange for said change and/or addition of material without any increase in the prices offered.
- 11.5 If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the GeM Bidding Process, C-DAC reserves the right to reject all such incomplete bids.

12 Comparison of Bids

- 12.1 Only the technically qualified bids as per terms and conditions stipulated in this document shall be considered for opening and evaluation of price bid.
- 12.2 The total price for all the items quoted as listed in Section – VI (including applicable GST @ tariff rates, as offered & calculated by the bidder) will be considered for evaluation and comparison. Bidder has to quote the applicable GST rates. C-DAC will not issue any



concessional GST/Duty certificate. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.

- 12.3 The date and venue for opening of price bids will be communicated to bidders through the GEM portal as per GeM policy.

13 Award of Contract

C-DAC reserves the right to award the contract to the qualified bidder whose technical bid has been accepted and determined as the lowest evaluated price bid (As declared by GeM portal after Reverse Auction, if any).

- 13.1 However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.
- 13.2 If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to place the order on the eligible bidder having larger sales turn-over for last financial year. The decision of C-DAC shall be final for awarding the contract OR as declared on the GEM.

14 Purchaser's Right to amend / cancel

- 14.1 C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, quantities, technical specifications etc. The same shall be published on the Portals.
- 14.2 C-DAC reserves the right to cancel the entire or partially GeM Bid without assigning any reasons thereof.
- 14.3 C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder.

15 Corrupt or Fraudulent Practices

- 15.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- 15.2 C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- 15.3 C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

16 Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

(End of Section - II)



SECTION III – SPECIAL CONDITIONS OF CONTRACT

1 Prices

- 1.1 The prices quoted shall remain firm and no price escalation will be permitted till completion of order.
- 1.2 The prices quoted must be inclusive of comprehensive warranty charges, packing & forwarding, freight, insurance, loading, unloading charges /entry tax/road permit charges and allied charges till destination at site.
- 1.3 The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user. (C-DAC, Pune). However, such receipt/ acknowledgement shall not be treated as acceptance of goods.
- 1.4 Before the placement of order, the successful bidder must submit the detailed Bill of Material, giving price for each individual line item, keeping the total price quoted unchanged. The order will be placed on the basis of this BoM. The supplier must ensure that their invoice exactly matches this BoM, so as to avoid any payment complications

2 Taxes and Duties:

- 2.1 The bidder should exercise utmost care to quote the correct amounts of GST on each item. Any revision in statutory tax /duty structure as on date of supply/invoice, shall be considered, as applicable.
- 2.2 In case of any error/ oversight in GST amount quoted by the bidder, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST amounts quoted/calculated by the bidder or actual applicable amount (as on placement of order), whichever is **LOWER**. The difference amount payable, if any, between the quoted GST amount and applicable amount shall be borne by the bidder.
- 2.3 Notwithstanding the para above, if the GST is not quoted separately and the bid is silent whether GST is included or excluded in price, for the purpose of evaluation of bids, the prices shall be taken as quoted with GST (inclusive of Applicable GST). In this case, the order will be placed with the offered price. The GST applicable, if any will be borne by the bidder/contractor
- 2.4 The prices will be compared on the basis of GST calculated by the bidder. In case of errors, the bidders will not be permitted to change the same.

3 Software Licenses: (if applicable)

- 3.1 The software licenses, if any, shall be required in Clients' name. The licenses shall contain paper/electronic licenses (wherever applicable).



4 Security Deposit (SD)

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 5 % of the order value within 10 days of receipt of Supply Order. The Security Deposit should be submitted in the form of Demand Draft/Bank Guarantee drawn in favor of CDAC payable at Pune. The Security Deposit will be valid for the period till completion of installation and commissioning and will be returned upon completion of installation & commissioning of entire system and on submission of Performance Bank Guarantee (PBG).

5 Performance Security

The successful bidder will be required to furnish the Performance Security towards the Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project, in the form of a Bank Guarantee in INR equivalent to 3% of the invoice amount (excluding taxes), as per the format attached to this document/GeM portal format. This bank guarantee should be submitted along with the invoice after Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project. The Bank Guarantee should be from a Scheduled Commercial bank and shall remain valid for the period of 37 months from the date of installation and acceptance. The PBG must be negotiable at a branch of issuing bank in Pune.

C-DAC reserves the right to invoke the Performance Bank Guarantee(s) submitted by bidder, in case of the following:

- The Components/solutions Database Node, Networking components fail to achieve the performance as stipulated in this document or
- The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- The bidder delays to provide the warranty services as stipulated in this document

6 Completeness Responsibility

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Optional Items”.

7 Comprehensive Warranty

The Supplier warrants that all the Goods are new, unused, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the order. The supplier further warrants that all Goods supplied shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier. The warranty should be comprehensive on site, repair/replacement basis free of cost.



The supplier also warrants that the said goods would continue to conform to the description and quality aforesaid for a period of min. 3 years from the date of acceptance by the end user and that notwithstanding the facts that the Purchaser/ end user (Inspector) may have inspected and/or approved the said Goods. If during the aforesaid period of 3 years the Goods be discovered not to conform to the description and quality aforesaid or have deteriorated Purchaser will be entitled to reject the Goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the Goods will be at the supplier's risk and all the provisions herein contained relating to rejection of Goods, shall apply. The supplier if called upon to do so, shall replace within one month or such further period as may be extended by the Purchaser on his discretion on an application made thereof by the supplier the goods or such portion thereof as is rejected by Purchaser and in such an event the above mentioned warranty period shall apply to the Goods replaced from the date of acceptance of the replacement otherwise , the supplier shall pay to the Purchaser such damages as may arise by reason of breach of the conditions therein contained.

All the Goods supplied must have 3 (Three) years onsite comprehensive warranty with 24x7 support along with 4 hours response time and 48 hours resolution time, covering all parts & labor starting from the date after the successful installation, demonstration of performances and acceptance by C-DAC, Pune. During the warranty period, supplier will have to undertake comprehensive maintenance of the entire hardware components, equipment, support and accessories supplied at the place of installation of the equipment.

The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. Goods requiring warranty replacements must be replaced on free of cost basis.

Onsite comprehensive warranty and support for complete supplies including Hardware, Software for three years from the date of acceptance of the solution.

The warranty support will be backed by supplier by submitting a Performance Bank Guarantee, as per para 4 of Section – III.

8 Payments

90% amount of the order value will be released on receipt of material at CDAC Pune with 30 days credit and 10% amount shall be released against submission of (3%) PBG. PBG must be submitted within 15 days from the date of acceptance report. In case of non-submission of PBG within 15 days, any loss due to fluctuation in foreign exchange rates will be at beneficiary account.

Applicable TDS will be deducted.

Bill to:

Centre for Development of Advanced Computing (C-DAC) Innovation Park, PANCHAVATI,
Pashan Road, PUNE 411008 Maharashtra, INDIA.



9 Penalty for delayed Delivery /Services

In case, the supplier fails to complete any part of scope of the work (i.e. delivery, inspection, installation) or part thereof within the period as stipulated in the order, C-DAC reserves the right to recover from the supplier, as agreed liquidated damages and not by way of penalty, a sum of 0.5% of the price of total order value for each week or parts thereof, of the delay, subject to a maximum of 5% of basic contract value without taxes.

- 9.1 The period of delay in delivery and/or installation not attributed to the supplier, delay in site preparation, delay in submission of required documents by C-DAC etc. and the conditions arising out of Force Majeure will be excluded from delay period while calculating the delay period for penalties.
- 9.2 C-DAC reserves the right to cancel the order in case of delays of more than 10 weeks.
- 9.3 The bidder shall not be responsible for any delay caused due to a general industry-wide supply chain issue and/or delay due to reasons not attributable to the bidder, subject to the condition that the delays not attributable to the bidder should be substantiated by submitting the necessary and sufficient document/s from an authentic source as soon as such delay/expected delay is noticed by the bidder. C-DAC also reserves the right to verify the claim by the bidder from independent sources

10 Force Majeure

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), Pandemic, hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

11 Arbitration

In case any dispute arises between the C-DAC and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Pune shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Pune. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation



to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

12 Risk and Ownership

All risks, responsibilities and liabilities in respect of goods delivered at site shall remain with selected bidder till they are successfully installed and commissioned at site and taken over by end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery. The ownership of the items delivered at site, shall be of C-DAC Pune on successful installation of items.

13 Indemnity

The successful bidder shall indemnify, protect and save C-DAC Pune from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

1. Infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder or
2. Such other statutory infringements in respect of all the equipment's supplied by successful bidder, or
3. Violation of any law/rule/ act, omission/performance/under or none or part performance/failure of the bidder.

14 Assignment

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation to other parties under this Contract, without prior approval of C-DAC.

15 Severability

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

16 Termination

Validity of purchase order/rate contract will remain till fulfillment of all obligations (including but not limited to providing comprehensive warranty / support till completion of three years from acceptance of the entire integrated solution as a whole) by the successful bidder.

In case of the delays in providing the stipulated services, and /or defect/delay/under or non-performance pertaining to the services / products supplied by the bidder, C-DAC Pune will give written notice to the bidder directing to set the things right within 30 days of notice. If bidder fails to comply with the requirements, C-DAC Pune shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this RFP. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination.

"C-DAC Pune will release the due amount payable to successful bidder towards the material and / or services provided till the date of termination, those are accepted by C-DAC Pune. However, the amount towards penalty, if any will be deducted from the payable amounts."

C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful bidder.

17 Limitation of Liability

The liability of the Bidder / Contractor arising out of breach of any terms/conditions of the GeM Bid / contract/work order and addendums/amendments thereto, misconduct, willful default will be limited to the total contract value. However, liability of the bidder in case of death/injury/damage caused to the personnel/property due to/arising out of/incidental to any act/omission/default/deficiency of bidder/contractor will be at actual. In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind



18 Disclaimer

The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. C-DAC Pune makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

19 Jurisdiction

The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

20 Corrupt or Fraudulent Practices

It is expected that the bidders who wish to bid for this project have highest standards of ethics.

C-DAC Pune will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

C-DAC Pune may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

21 Interpretation of the clauses in the GeM Bid Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this GeM Bid Document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

(Legal clauses, terms conditions etc. as per GTC – latest version)

(End of Section- III)



SECTION IV – SCHEDULE OF REQUIREMENT

Line	Description	MMID	Ver	Qty
1	Intel Gaudi3 PCIe – P/N HL-338	99CN6K	QS	4
2	Intel Gaudi3 Top Board – P/N HLTB-304A	99D607	QS	1

Technical Specifications:

- **Intel Gaudi3 PCIe Accelerator (HL-338)**
 - PCIe Gen3 interface
 - Version: QS (Qualification Sample)
- **Intel Gaudi3 Top Board (HLT-304A)**
 - Required for integrating and validating Gaudi3 PCIe card configurations on Rudra 2 platform
 - Version: QS

(End of Section- IV)



SECTION V – TECHNICAL B.O.M. / B.O.Q. (IN DETAILS)

DETAILED BILL OF MATERIALS WITH item-wise listing and quantities required to complete the project, as per the Section-IV

Bidder may add rows for the items required to cover the entire scope as per the Schedule of Requirements & complete the job.

Sr. No	Particulars	Unit	Qty.	Make / Model offered	Offered/ Calculated GST - @
1	Supply of Gaudi 3 PCIe, P/N- HL 338, MMID- 99CN6K. Ver-QS.	Nos	04		
2	Supply of Gaudi 3 Top Board, P/N – HLTB-304A, MMID – 99D607, Ver- QS	Nos.	01		
3	Any other charges extra, if any.	Nos	01		

(END OF SECTION – V)

SECTION VI - PRICE SCHEDULE

Unpriced- Price Bid Format

Sr No	Particulars	Qty	Unit	Rate (INR)	Total Price Rs. (Including applicable GST)
1	Supply of Gaudi 3 PCIe, P/N- HL 338, MMID- 99CN6K. Ver-QS.	04	Nos	XXXX	XXXX
2.	Supply of Gaudi 3 Top Board, P/N – HLTB-304A, MMID – 99D607, Ver- QS	01	Nos	XXXX	XXXX
3	Any other charges extra, if any.	Nos	01	XXXX	XXXX
(Total Rs. – inclusive of applicable GST– F.O.R Site basis)					

Notes:

1. **C-DAC Pune reserves the right to reject the bid in case bidder fails to quote all the required items.**
2. Bidder must fill the supply prices separately as per the above table.
3. The invoice can be raised in compliance with GST requirements, giving full bill of material.



ANNEXURE A – COVERING LETTER

Date:

To:

Centre Head,
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune – 411008.

Subject: Submission of the Technical bid for Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project.

Dear Sir,

We, the undersigned, offer to Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project.in response to your [GeM Bid No & CDACP/Intel-Gaudi/25-26/438](#). We are hereby submitting our proposal for same, which includes this technical bid and the Financial Bid separately through the [GeM portal](#).

We hereby declare that all the information and statements made in these bids are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our proposal is accepted, to submit a Security Deposit of 5 % of the contract / order value, as per terms stipulated in the GeM Bid.

We confirm that the Supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project will be done within 12 weeks, if the order is placed.

We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, as on the date/time of submission of this bid.

We undertake, if our proposal is accepted, to initiate the Implementation activities towards supply of material and services, as stipulated in the referred Gem Bid/ATC etc.

We agree to abide by all the terms and conditions of the GeM bid document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the Bid document.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



ANNEXURE B – AUTHORITY LETTER

Date:

To:

Centre Head,
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune – 411008.

Subject: Authority Letter

Reference: **GeM Bid No & CDACP/Intel-Gaudi/25-26/438**

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____
(address of the bidder) herewith submit our bid against the said bid document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended
below, is authorized to sign and submit the bid documents on our behalf against said RFP

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



ANNEXURE C – UNDERTAKING BY PRINCIPAL MANUFACTURER

(To be submitted in Original on Letterhead)

Date:

Centre Head,
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati, Pashan,
Pune – 411008.

Subject: **Undertaking by Principal Manufacturer against GeM Bid: GeM Bid No & CDACP/Intel-Gaudi/25-26/438** for supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project.

Dear Sir,

We, M/s _____ (Name of the manufacturer) having registered office at _____ (address of the manufacturer) by virtue of being manufacturer for _____ (Name of the product/s), hereby authorize M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) to submit quote, supply and provide after sales support for our range of products quoted by them to meet the above mentioned GeM Bid requirements.

M/s _____ (Name of the manufacturer) within the scope of requirement as per the GeM Bid mentioned above undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, acceptance criteria and product warranty services for min. 03 years.

The undersigned is authorized to issue such authorization on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature & company seal

Name

Designation

Email

Mobile No.



ANNEXURE – PERFORMANCE BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

Centre Head,
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune – 411008.
BANK GUARANTEE NO:

DATE:

Dear Sir(S),

This has reference to the Purchase Order No. __ Dated _ been placed by C- DAC on M/s_____ (Name & Address of vendor) for supply and warranty for Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty service support towards the items specified in purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. _____ M/s. _____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

C-DAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of C-DAC under any security (ies) now, or hereafter held by C-DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until _____ (date)



This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (C-DAC's) opinion any default is made by M/s _____ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You (C-DAC's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.



Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised they said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within one month from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to (37 months from date of installation) & unless a suit for action to enforce a claim under guarantee is filed against us within one month from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e., after one month from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____
- D. The Bank guarantee will expire on _____

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory



ANNEXURE – EMD UNDERTAKING

Date:

To:

The Centre Head,
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune - 411008 Maharashtra, INDIA

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

Dear Sir,

We, the undersigned, offer to carry out the for supply of Intel Gaudi 3 PCIe Accelerator and Intel Gaudi3 Top Board for NSM project in response to your [GeM Bid No & CDACP/Intel-Gaudi/25-26/438](#). We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through GeM portal. As a part of eligibility requirement stipulated in said GeM Bid document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our bid during the validity period.
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7-10 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit of 5 % of the order value, as per terms stipulated in the GeM Bid.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said GeM Bid and /or debarred from any **future bidding process of C-DAC or any Government entity & GeM portal for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



MANDATORY ANNEXURE (Declaration/Undertaking- As per Notification)
Annexure - Certificate from bidder/OEM

Ref: GeM Bid No & CDACP/Intel-Gaudi/25-26/438

We hereby certify that the goods being offered by us vide our proposal, comply with the provisions of Order No. No. **P-45021/2/2017-PP (BE-II)-Part (4) Vol. II**, Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section). **Dated: 19 July,2024** or Latest Notifications, if any.

We hereby certify the details pertaining to goods offered by us, as given below: (Bidder to add rows, as required & mention the *% of local contents against each item and consolidated % of local contents).

Sr. No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Country of Shipment	*Percentage of <i>local contents</i> as defined by order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, Gol or Latest Notifications.	
					% per item	Consolidated % of Local contents.
1						
2						
3						

(*While declaring the Local content percentage, the (DPIIT-PP) OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) Dt. 4 March 2021 – must be taken into consideration by the bidders/OEMs)

We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, Gol and the goods offered by us comply with the provisions of said order. CDAC reserves the right to accept / Reject / Cancel the bid/inquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors / OEM, and may try to seek approvals from the respective competent authorities, to proceed.

For (Name of bidder)

Authorized Signatory

Name & Designation:

Mobile No: