

Bid Corrigendum

GEM/2024/B/4430125-C8

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
3. Buyer Added text based ATC clauses

Details of the Equipments under Onsite Comprehensive AMC of Smart Row:

SI No	Type of Equipment	Brand	Quantity	Date of Installation	Last date of AMC/ CMC
1	High Performance Computing Cluster	HPE	1 No.	14/07/2018	June, 2023

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Scope of Work for Onsite Comprehensive AMC:

1. Validity & Deliverables: This Onsite Comprehensive Annual Maintenance Contract (CAMC) of HPC system (Annexure-I) is valid for Twelve Months from the date of execution of the contract by ISI, Kolkata. This CAMC covers the followings:

- a) All components (Annexure-I) of the HPC system under this AMC will have SBD comprehensive Hardware support
- b) All relevant Software running on the hardware under this AMC will have Unlimited Technical Support.
- c) Regular/periodical updates of relevant software/firmware/patches running on the hardware under this AMC

Deliverables for the above support:

- Support Window - 24*7
- Remote response time - 15-minute
- Onsite response time - SBD

- Resolution Time- SBD
- Phone access to experts and expert online chat and expert forum response
- General technical guidance and Tech tips videos
- Remote problem diagnosis and support
- Replacement parts and materials

2. Spares & Materials: Defective parts discovered during maintenance should be repaired or replaced by original (same OEM) new parts. Also the service provider must maintain an inventory of critical spare parts at their local facility ensuring the availability of spare parts in case of equipment failure can be done.

3. Tools/Instruments: HPE would provide necessary tools and instruments to their Service Engineer for the purpose of servicing the equipment onsite covered by the contract.

4. Documentation and Reporting: Whenever a Maintenance work will be done the Service engineer will give a detailed Report of the work.

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Annexure-1

Sr.No.	Installation details	Qty
1	Master Node - 2 no of Intel Xeon Gold 6148 20C 2.4 GHz processors with 20 core and 192 GB Memory, 12 * 2.4TB HDD, HPE InfiniBand EDR/Ethernet 100Gb 1-port, FlexFabric 10Gb 2-port 533FLR-T Adapter, HPE iLO Advanced 1-server License Make & Model No - HPE DL380 Gen10 Server	1
2	CPU Compute Node -2 no of Intel Xeon Gold 6148 20C 2.4 GHz processors with 20 core and 192 GB Memory, 2 * 1.2 TB HDD, HPE InfiniBand EDR/Ethernet 100Gb 1-port, FlexFabric 10Gb 2-port 533FLR-T Adapter, HPE iLO Advanced 1-server License Make & Model No - HPE ProLiant DL360 Gen10 8SFF	17
3	GPU Node 2 no of Intel Xeon E7-8867v4 18C 2.4 GHz processors with 18 core and 4TB Memory, 5 * 1.9 TB HDD, HPE InfiniBand EDR/Ethernet 100Gb 1-port, FlexFabric 10Gb 2-port 533FLR-T Adapter, HPE iLO Advanced 1-server License Make & Model - HPE DL380 Gen10	2

4	Virtualization Node - 2 no of Intel Xeon Gold 6148 20C 2.4 GHz processors with 20 core and 192 GB Memory, 2 * 1.2 TB HDD, HPE InfiniBand EDR/Ethernet 100Gb 1-port, FlexFabric 10Gb 2-port 533FLR-T Adapter, HPE iLO Advanced 1-server License Make & Model - HPE DL580 Gen9	1
5	Primary Interconnect Switch - EDR 100 Gb/sec v2 36-port Power-side-inlet Airflow Managed Switch Make & Model - Mellanox Make	1
6	Secondary Interconnect - HPE 10G Switch Make & Model - HPE FlexFabric 5900AF	1
7	Management Interconnect :- HPE Switch - 1G Make & Model - HPE Office Connect 1620 48G	1

Bidders need to provide bid specific MAF/ OEM Authorisation Certificate clearly mentioning the bid No.

Payment Terms:

An advance payment amounting to proportionate contract value of maximum Six months will be released to the supplier against submission of Bank Guarantee for the amount.

4. Text Clause(s)

Bid Specific SLA:

1. The contract would be onsite, comprehensive i.e. including service charges and replacement of parts of Original Equipment Manufacturer (OEM) or equivalent for all equipment related items listed in the Annexure-1.
2. In case of spare unavailability of the model, the Bidder needs to provide an equivalent or higher model of the spare or whole equipment from the same OEM.
3. **Service Period:** This Onsite Comprehensive Annual Maintenance Contract(CAMC) of HPC system (Annexure-I) is valid for Twelve Months from the date of execution of the contract by ISI,Kolkata
4. **Service Availability:** Support Window - 24*7, Remote response time - 15-minute, Onsite response time - Same Business Day, Resolution Time- Same Business Day.
5. **Disaster Recovery:** In case of any disaster, the agency will actively work towards early recovery of the data.
6. **Documentation and Reporting:** Whenever a Maintenance work will be done the Service engineer will give a detailed Report of the work.
7. Technical persons with at least 3 years' experience of providing maintenance services of similar systems should be in the payroll of the OEM/vendor company during the entire contract period.
8. **Penalties:** As per GeM standards

9. **Billing and Payment:** As per GeM standards.
10. **Dispute and Governing Law:** The laws applicable shall be the laws of India subject to the jurisdiction of the Courts in Kolkata.
11. **Termination:** Either party may terminate this agreement with written notice if there is a material breach of any terms or conditions stated herein but this clause does not supersede any of the terms mentioned above.

5. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)