

RFP

for

**Supply, Installation, Commissioning
and CAMC of High Performance
Compute Cluster with GPUs
(Graphics Processing Unit) for the
period of 5 years.**

Technical

1. Eligibility Conditions:

Sr. No.	Specific Requirement	Documents required
1.	The bidder should be either an OEM or authorized System Integrator having direct Purchase and Support Agreement with the OEM. Documents indicating the above should be submitted as part of proposal.	<ul style="list-style-type: none"> ● In Case of OEM, Proof of proposed Product Manufacturing. ● In Case of System Integrator, Proof as an agreement with OEM to sell the product or Manufacturer Authorization Form
2.	The bidder should be a company registered in India under the Companies Act 1956, Act 2013 or a partnership registered under the India Partnership Act 1932, or a Partnership firm registered under the Limited Liability Partnership Act 2008 with their registered office in India in operation for the last three years	<ul style="list-style-type: none"> ● Certificate of Incorporation ● Memorandum and Article of association ● Registered Partnership Deed ● Copy of PAN card ● Copies of relevant GST registration certificates.
3.	The bidder should have average Annual Turnover of Rs. 2 crores for the last three financial years i.e., 2020-21, 2021-22, 2022-23 with positive net worth.	<ul style="list-style-type: none"> ● Audited profit and loss statement and balance sheet ● Auditor certificate clearly specifying the turnover and positive net worth.
4.	The Bidder Should have technical support center in Ahmedabad / Gandhinagar, Gujarat. If the bidder is not having any technical support center in Ahmedabad / Gandhinagar, Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 30 days from the date of issue of work order if (s) he is awarded the work	The Bidder should submit valid Proof (or) Bidder should submit Self-declaration duly Signed and stamped by the authorized Signatory in format described in RFP.
5.	The bidder should have at least 3 years of experience in deployment of servers deployed at Data center. Evidence to be submitted along with bid response.	Copy of Work Order along with Completion / Go-Live certificate
6.	The bidder should have set up below solution in the last three years. <ol style="list-style-type: none"> a. Solution should have 500 CPU core or higher b. Solution should have GPU topology 	Copy of Work Order along with Completion / Go-Live certificate
7.	The bidder should provide the authorization certificate from the OEM for <ol style="list-style-type: none"> a. Quoting the requirement and subsequent support for Hardware and Software (and) b. Proposed HPC Cluster with GPUs will not be End of Life (EOL) for 5 years from the date of installation 	<p>In Case of SI, should submit Manufacturer Authorization Form.</p> <p>In Case of OEM, Letter of Declaration on their letter head</p>

8.	Neither OEM nor bidder should be black-listed from supplying equipment to any Government/PSU/BFSI within India in the past.	Certificate of Undertaking for Non-blacklisting from supplying equipment to any Government/PSU/BFSI within India in the past.
9.	A Power of Attorney / Board Resolution in the name of the person signing the bid document.	Original Power of Attorney / Board Resolution Copy on a non-judicial stamp paper.

1. All details and the supportive documents for the above should be uploaded in the GeM bid.
2. Bidder's experience, bidder's turn over criteria will not be considered of GeM bid. However, bidder must match eligibility criteria, experience, bidder's turn over criteria, etc. as mentioned above (& in this document) and will be considered for evaluation. EMD and PBG should submitted by bidder in the name of Directorate of ICT & e-Governance, Block No, 2, 2nd floor, C & D Wing, Karmayogi bhavan, Gandhinagar - 382010 as per GEM.

2. Clarification on Bidding Documents

- A prospective Bidder requiring any clarification of the bidding documents may seek clarifications by submitting queries on email Id: **mgrhninfra1-gil@gujarat.gov.in**, **dgmTech-gil@gujarat.gov.in** prior to the date of Pre-Bid Meeting.
- Tenderer will discuss the queries received from the interested bidders in the Pre-Bid Meeting and respond the clarifications by uploading on the website <https://gil.gujarat.gov.in>.
- No further or new clarification what so ever shall be entertained after the Pre-Bid Meeting.
- The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting Request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
Sr. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring Clarification	Points of Clarification required
1			
2			
3			

3. Scope of Work:

1. The required High performance Cluster, GPU Servers shall be supplied, installed, configured, tested and commissioned along with necessary software's, OS's and license's at GSDC located at Gandhinagar, Gujarat.
2. All software licenses to be provided in the name of DST/ DIT, Government of Gujarat.
3. HPC Cluster solution must have rack mounted computing platform-based computer servers, either as rack or blade server design housed in its suitable chassis.
4. The bidder shall submit the detailed documentation on the implementation and deployment.
5. The solution should support remote console access to all the servers for cluster server's health monitoring at Fast Ethernet or better access speed.
6. The servers/chassis/enclosures should be populated fully with N+1 redundant power supplies of the suitable capacity rating available for the proposed model with the supplier. Failure of one of the Power supplies should not throttle the Compute nodes. In case the offered Power Supplies cannot take the HPL load of all the Compute Nodes in the chassis, lower number of Compute Nodes per chassis may be proposed.

7. The bidder will have to supply Server Rack along with provision of iPDU, TOR Switch, patch panel, cables, SFP modules, any other active/passive components etc. to host the HPC Cluster with GPUs at GSDC. Any other component required for the solution proposed by the supplier has to be incorporated for completion of the Solution.
8. Onsite comprehensive annual maintenance with warranty and OEM support for 5 Years from the date of completion of User Acceptance Test (Onsite warranty will include those sites to which the item supplied under the contract is moved, in case of migration of the equipment). Warranty should include but not limited to - On-going Firmware updates, Pro-active bug fixes, Preventive Maintenance, Parts replacement, etc.
9. After completing the installation and integration, the bidder will demonstrate the compliance of the RFP and provide required training to the GSDC /TPA for executing UAT and further Operation.
10. All the items as required under this RFP should be delivered in a single lot.
11. If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the bidder at no cost. All defective items should be replaced / repaired within the SLA period.
12. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.
13. The bidder shall replace the faulty hard disk at no cost, the department will not be returned the faulty disk after replacement of new disk.
14. The bidder should provide back-to-back support assurance letter from the OEM.
15. The bidder should provide Support/ Escalation Matrix & Portal details for logging tickets for any failure/performance incidents.

4. Warranty Support: As part of the warranty services bidder shall provide:

- I. Bidder shall provide a comprehensive on-site free warranty for 5 years from the date of acceptance of FAT (Final Acceptance Test) for proposed solution.
- II. Bidder shall also obtain the 5 years OEM support (ATS/AMC) on all hardware and other equipment for providing OEM support during the warranty period.
- III. Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, Software, Licenses, accessories etc. covered by the bid. Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this bid against any manufacturing defects during the warranty period.
- IV. Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the bid.
- V. Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the bid. During the warranty period bidder, shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.

- VI. Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipment's for inspection, delivery of equipment's or for commissioning of the systems or for acceptance tests / checks on per site basis, DST/GIL/DIT reserves the right to charge a penalty.
- VII. During the warranty period bidder, shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the bidder notice.
- VIII. The bidder shall as far as possible repair/ replace the equipment at site.
- IX. Warranty should not become void, if DST/GIL/DIT buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
- X. The bidder shall carry out quarterly Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
- XI. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- XII. Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- XIII. Bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- XIV. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- XV. Bidder shall develop and maintain an inventory database to include the registered hardware warranties.
- XVI. To provide warranty support effectively, OEM should have spare depo in India and will be ask to deliver spare as per SLA requirement.
 1. All supplied items must conform to the detailed technical specifications as mentioned in this document.
 2. Install the equipment, obtain user acceptance and submit a copy of user acceptance to designated authority.
 3. The agreement stipulates that the vendor shall maintain the system with uptime. It is required to maintain uptime of 99.741%. Further, bidder is responsible for providing comprehensive warranty and support (24x7) for the period of 5 years from the date of successful completion FAT.
 4. The Bidder shall be responsible for providing all material, equipment and services specified or otherwise, which are required to fulfill the intent of ensuring operability, maintainability and the reliability of the complete work covered under this specification.
 5. Manufacturer shall provide and support for installation, commissioning, spares, technical support in Gujarat.
 6. All supporting equipment, tools shall be arranged by vendor himself.
 7. Unpacking of goods shall be done in front of GIL/GSDC officer, Gandhinagar official and for any damage it is sole responsibility of vendor.

8. Delivery of goods: packing unpacking transportation loading unloading Octroi insurance and any other taxes and duties (excluding GST) shall be included in the bid price.
9. All the liabilities like human injury, incident, etc. pertain in the bidder scope. The bidder will be solely responsible to execute insurance for the said work as mentioned in this RFP.
10. All safety precaution should be taken as per Industrial practice by the bidder to take utmost care. In any case, the tenderer will not be liable to any obligation for any issue arise under this project.

5. Lack of Information to Bidder:

- The Bidder shall be deemed to have carefully examined all RFP documents to its entire satisfaction. Any lack of information shall not in any way relieve the Bidder of its responsibility to fulfil its obligation under the Contract.

6. Payment Terms:

1. 70% of the Capax cost shall be paid within 30 days after delivery duly certified by the GSDC and counter-signed/approved by the authority.
2. 20% of the Capax cost shall be paid against installation/configuration duly certified by the GSDC and counter-signed/approved by the authority.
3. Balance 10% of the Capax cost shall be paid after acceptance duly certified by the GSDC and counter-signed/approved by the authority.
4. Cost of **Comprehensive Annual Maintenance with warranty and OEM support** for 5 years will be equally distributed in 20 quarters and paid on Quarterly basis

Note: Bidder has to submit invoices along with necessary legitimate supporting documents failing which invoices submitted are liable to be rejected/not accepted.

7. IMPLEMENTATION TIMELINES & PENALTIES:

Successful bidder has to complete the Installation, Configure, Commissioning, Integration with Acceptance of the ordered work within the time period (s) specified in the below table. However, in case of any delay solely on the part of successful bidder TENDERER reserve the right to levy the appropriate penalties as per the below table:

IMPLEMENTATION TIMELINES & PENALTIES FOR PROPOSED HPC Cluster with GPUs AT GSDC					
S/n	Work type	Time Limit for Execution	Penalty for Delay	Maximum Penalty	Overall Penalty Cap
1	Submission of PBG	Within 15 Days from date of issuance of GEM contract	EMD may be forfeited and contract may be terminated or part thereof	-	
2	Supply of the Hardware including Licenses and OEM Warranty Certificate.	T1=T+90 days from the date of issuance of contract over GEM	0.5% of order value of delayed/pending work per week or part thereof	10% of GEM order value	Overall (Sr. no- 2 to 5) Penalty CAP not be more than 10 % of the total

3	Installation, commissioning & integration of HPC Cluster / GPU servers at GSDC along with HLD , LLD documents	T2=T1+30	0.5% of order value of delayed/pending work per week or part thereof	10% of GEM order value	GEM order value for IMPLEMENTATION TIMELINES & PENALTIES:
4	Final Acceptance Testing (FAT) & User Acceptance Test (UAT)	T3=T2+15 days	0.5% of order value of delayed/pending work per week or part thereof	10% of GEM order value	
5	Training	10 Days from T3	Rs. 10000/- day.	Rs. 250000/-	

Note:

- Material supplied, installed and commission as per this Bid/contract should be covered under the warranty for a period of five years from the date of FAT acceptance.
- CAMC value for each year should not less than 7 % of CAPEX Cost.
- T= Date of issuance of contract over GEM.
- In case of any fault arises in the installed items during the warranty period of 5 years, bidder is requiring to either repair the faulty items or have to install the replacement (complying to the RFP specification) for faulty material without any additional cost to the Tenderer.
- Aforesaid penalty cap will not be applicable for any severe impact/incident/outage at GSDC, resulting in loss to Government of Gujarat.

8. Operational Penalty:

- The successful bidder shall repair/ replace all faulty material covered under the warranty within the shortest possible time thus ensuring minimum downtime, failing which applicable penalty will be imposed. In case of failure of appliance / solution for more than 3 consecutive time for the same issue within any of the single quarter during contract period, bidder would be bound to replace the product with no cost to DST / GIL/DIT.
- The successful bidder shall be responsible for maintaining the desired performance and availability of the system/services.
- Successful bidder should ensure the prompt service support during warranty period.
- Timeline for resolution is within 8 hours from the time of call logged / reported to Bidder/OEM. If the successful bidder fails to resolve the call as specified above, penalty will be imposed on each delayed day for Rs 5000 / hour or part thereof, which will be recovered against Performance bank guarantee submitted by the successful bidder on completion of warranty period.

9. Final ACCEPTANCE TEST:

To be carried out based on followings but not limited to:

- GIL and GSDC reserves the right to inspect goods and services supplied as per the scope of this RFP document. The cost of all such tests shall be borne by the Vendor. Any inspected goods fail for confirm to the specification will be rejected, and Vendor shall have to replace the rejected goods as per the contract specification without any financial implication to the GIL/DIT.
- After successful installation of the System in accordance with the requirements as mentioned in Schedule of Requirement, Final Acceptance Test will be conducted. After successful testing, Acceptance Test Certificate will be issued by GIL/DIT and member of GSDC or its designated agency to the Bidder. The Bidder shall submit the certificate to GIL/DIT for further payment process.
- The date on which Final Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the System.

- Any delay by the successful bidder in the Acceptance Testing shall render the successful bidder liable to the imposition of appropriate Penalties.
- Bidder is required to update the details of Hardware installed in the Assets Master or decided by GIL and member of GSDC Officer before completion of FAT.
- GIL/GSDC and/or an outside agency nominated by DST will conduct an acceptance test on the hardware after completion of installation and commissioning of hardware by the vendor. Acceptance test shall comprise of tests to verify conformity of technical requirements/specifications and performance. In case GIL/GSDC is not satisfied with the above then, the vendor will upgrade /replace them with equal or higher model after due approval of GSDC team without any extra cost. The exact details of acceptance test will be mutually decided after the installation of hardware.

10. Technical Specification:

Components	Minimum Specifications
Processors & performance (per node, minimum)	Dual 32-core 4th Gen Intel® Xeon® platinum or AMD Epyc scalable processors, GPU topology to CPU should be 2:1 (2GPU connected to 1CPU). Total usable 500 CPU core should be provided.
Number of GPUs and GPU Communication	2 cards/node with 60GB memory per card, Tensor core/Matrix core of 500+, 100+ RT Cores/Ray Accelerators and 14,000+ CUDA Cores/openCL/ROCM with Accelerators, minimum 900GB/s bidirectional communication bandwidth.
GPU Performance	40 TFLOPS FP64 Performance, 50 TFLOPS FP32 performance
Multi Instance GPU	Single GPU can be partitioned into as many as 10 or higher GPU instances
System Memory	The system should be configured with Minimum 2TB DDR5 RAM with all slots populated
Network	Four OSFP ports serving eight single-port supporting 100Gb/s Infiniband / Ethernet Two dual-port – 100Gb/s Infiniband / Ethernet
Internal Storage	2 x 1 TB M.2 NVMe drives for OS
HBA Card	16 Gbps Host Bus Adaptor for connecting with storage.
Security Features	System should support Secure Firmware Updates, Support for Trusted Platform Module enabled within the BIOS for secure cryptographic key generation, Secure storage space and Self encrypting drive.
Power requirements	hot plug & redundant power supply
System Network	10/25 Gbps network
OS Support	Red Hat Enterprise Linux /CentOS/ Ubuntu Linux/Windows server Quoted OS should be under Enterprise support from OEM.
Hypervisor	Hypervisor with Enterprise level highest license and support available should be provided from day one.
AI Enterprise Software	AI Enterprise software & subscription or equivalent for each and every GPUs to be included from day one of Installation.
Software Support	All necessary and required software,SDK,libraries,tools to cater and run the AI/ML workload should be provide from day 1.
Scalability, Cluster and Management Hardware and software	System should be scalable with multi node cluster. Software support & cluster tools and management hardware and software and licenses to be supplied along with product. Full-stack reference designs with all of the leading Storage providers.
Warranty & Support	5 Years comprehensive warranty. Quoted all products including GPUs should not be End of support till 5 years from the date of issue of the bid.
Cluster Management & Scheduler and hardware	Cluster management for system provisioning and monitoring needs to be included,The Cluster Manager must support multiple of hardware vendors.

	<p>The Cluster Manager must allow for the easy deployment and management of servers across multiple data centers, the public cloud, and edge locations as a single shared infrastructure through a single interface.</p> <p>The Cluster Manager must provide the automatic repurposing of nodes between multiple HPC workload managers and Kubernetes clusters.</p> <p>Highly Scalable Job Scheduling system to be included.</p> <p>All necessary hardware, software and necessary licenses should be provided from day 1</p>
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11. SLA for Uptime (99.741%)

SLA	Target	Penalties in case of breach in SLA
Uptime of solution	>=99.741%	No penalty
Uptime of solution	<=99.741%	In case of failure of proposed solution and non-maintaining targeted value, 0.5% of yearly CAMC payment for every hourly. delay in resolution; with max cap of 10 % of total 5 years CAMC value; it will be adjusted from Yearly CAMC payment .

- SLA will be calculating on monthly/quarterly basis, However, Final penalty deduction on the yearly payment of CAMC value i.e., (4* 3 quarter or 12*1 monthly SLA report penalty will be applied during CAMC yearly payment.)
- Bidder has to ensure support 365*24*7 for SLA calculation

12. PRICE BID SCHEDULE (On GEM):

Sr. No.	Description	Cost including GST (Rs.)
1	High Performance Compute Cluster with GPUs Inclusive of all the required hardware, Software and necessary Licenses required to make the solution fully functional. As per the Scope of work, functional and technical requirement, including racks, cable & all other accessories (including active & passive components), Installation, testing, commissioning and training etc.	
2	Cost of Comprehensive Annual Maintenance with warranty and OEM support for 5 year	
Total cost (Rs.)		

Note:

- L1 will be the lowest sum total of rates of all line items including GST as per GeM GTC.
- TENDERER/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- Enterprise level highest license and support for complete solution should be provided from day one.
- CAMC value for each year should not less than 7 % of CAPEX Value.
- RA has been enabled in the GEM Bid.

On letterhead of Bidder

Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & 08.02.2021 of Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number: GEM/ _____

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number: GEM/ _____

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

On letterhead of OEM

Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & 08.02.2021 of Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number: GEM/_____

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted product and our company fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number: GEM_____

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

Annexure : Format for Performance Bank Guarantee (on Rs. 300 Stamp Paper)

Ref:

Bank Guarantee No.

Date:

To,
**Directorate of ICT & e-Governance,
Block No, 2, 2nd floor, C & D Wing,
Karmayogi bhavan,
Gandhinagar – 382010**

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for Request for Proposal (RFP) for Supply, Installation, Commissioning and CAMC of High Performance Compute Cluster with GPUs (Graphics Processing Unit) for the period of 5 years AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee

("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we _ _ ("the Bank", which expression shall be deemed to include its successors and permitted as Signs) have agreed to give the Directorate of ICT & e-Governance ("DIT") the Guarantee. THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GIL under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards DIT under this Guarantee shall not, under any circumstances, exceed _ _ _ _ _ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from DIT in that behalf and without delay/demur or set off, pay to DIT any and all sums demanded by DIT under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from DIT to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

_____ Attention Mr. _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of _____ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the bidder and DIT.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.

4. The BANK also agrees that DIT at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that DIT may have in relation to the Bidder's liabilities.
5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of DIT or any other indulgence shown by DIT or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India and the courts of Gandhinagar/Ahmedabad, Gujarat shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of,2024

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

(Name)

Designation with Bank Stamp Plus

Attorney as per Power of

Attorney No.

Dated:

Approved Bank: Any Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department time to time or further instruction issued by Finance department time to time.

Annexure : Format of Earnest Money Deposit in the form of Bank Guarantee (on 300 Rs. Stamp paper)

Ref:

Bank Guarantee No.

Date:

**To,
Director,
Directorate of ICT & e-Governance,
Block No, 2, 2nd floor, C & D Wing,
Karmayogi bhavan, Gandhinagar -
382010**

Whereas _____ (here in after called "the Bidder") has submitted its bid dated _____ in response to "Request for Proposal (RFP) for Supply, Installation, Commissioning and CAMC of High Performance Compute Cluster with GPUs (Graphics Processing Unit) for the period of 5 years" the KNOW ALL MEN by these presents that WE_

_____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the DIT in the sum of _____ for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2024.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - i. To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - ii. To furnish performance bank guarantee as mentioned above or
 - iii. If the bidder is found to be involved in fraudulent practices.
 - iv. If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without Gujarat Informatics Limited/ Purchaser having to substantiate its demand, provided that in its demand Gujarat Informatics Limited will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Gujarat Informatics Limited / PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the DIT /PURCHASER discharges this guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the DIT/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the DIT /PURCHASER or any other indulgence shown by the DIT /PURCHASE or by any other matter or things.

The Bank also agree that the DIT /PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the DIT /PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2024.

Signed and delivered by
For & on Behalf of

Name of the Bank, Branch official Address

Approved Bank: Any Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department time to time or further instruction issued by Finance department time to time.