

IGIB/7-7NC/206,207/24-25(1028,1043)/1185

अनुबंध | Contract

OLP 304-8 HCP0047/NC



Dr. Ramesh Chaudhary

अनुबंध क्रमांक | Contract No: GEMC-511687736940512

अनुबंध तिथि | Generated Date : 07-Feb-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: GEM/2024/B/5636601

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central Autonomous	पद   Designation : ASO ARUN
मंत्रालय   Ministry : Ministry of Science and Technology	संपर्क नंबर   Contact No. : 011-27002273-273
विभाग   Department : Department of Scientific and Industrial Research (DSIR)	ईमेल आईडी   Email ID : ak.sharma.igib@nic.in
संगठन का नाम   Organisation Name : Council of Scientific and Industrial Research (CSIR)	जीएसटीआईएन   GSTIN : 07AAATC2716R4ZE
कार्यालय क्षेत्र   Office Zone : Institute Of Genomics & Integrative Biology	पता   Address : CSIR-Institute of Genomics & Integrative Biology, Opp. Jubilee Hall, Mall Road, Delhi, NORTH DELHI, DELHI-110007, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: project leader	भुगतान का तरीका   Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: project leader	पद   Designation : FAO
	ईमेल आईडी   Email ID : fao.igib@nic.in
	जीएसटीआईएन   GSTIN : -
	पता   Address : CSIR-IGIB, Opp. Jubilee Hall, Mall Road, Delhi, North Delhi, DELHI-110007, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 608F180000431226
कंपनी का नाम   Company Name : KOMAL ENTERPRISES
संपर्क नंबर   Contact No. : 07827289742
ईमेल आईडी   Email ID : komalenterprises12@yahoo.com
पता   Address : 5, 519-A, Hemkunt Chambers, Nehru Place Market Road, IVC, Codify Labs, Nehru Place, New Delhi, South, DELHI, South Delhi, DELHI-110019, -
एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-08-0008698
जीएसटीआईएन   GSTIN : 07FXVPK5641A1Z9 (B), (B), (R)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति   MII Status as evaluated by buyer : Not Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति   MSME Status as verified by buyer : Not Verified
एमएसई सामाजिक श्रेणी   MSE Social Category : General
एमएसई लिंग श्रेणी   MSE Gender : Male

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण | Product Details

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : GPU Workstation ब्रांड   Brand : HP ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-) मॉडल   Model: HP Z8 FURY G5 एचएसएन कोड   HSN Code: HSN not specified by seller	10	pieces	1,936,000	NA	19,360,000

कुल ऑर्डर मूल्य | Total Order Value (in INR)

19,360,000

परिषिती विवरण | Consignee Detail

क्र.सं.   S.No	परिषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1028, 1043  
24

1	<p>पद   Designation :-  इमेल आईडी   Email ID : jagan.igib@nic.in  संपर्क   Contact : 011-27662099-  जीएसटीआईएन   GSTIN :-  पता   Address : CSIR-IGIB, Mathura Road, Opp. Sukhdev Vihar Bus Depot, New Delhi, South Delhi, DELHI-110025, India</p>	GPU Workstation	-	10	07-Feb-2025	08-Apr-2025
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**Product Specification for GPU Workstation**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for GPU Workstation**

सेवा वर्ष   Service Year	सीएमसी प्रतिशत   CMC Percentage	कर द्विभाजन   Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	3%	

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/26/11/427/CatalogAttrs/SpecificationDocument/2024/12/18/2024_12_18_17_09_21_boq_2024-12-18-17-09-26_b8f5ec0a825b83c93e6f0bfaee7ed8b.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/26/11/427/CatalogAttrs/SpecificationDocument/2024/12/18/2024_12_18_17_09_21_boq_2024-12-18-17-09-26_b8f5ec0a825b83c93e6f0bfaee7ed8b.pdf</a>
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/686295/54/78/703/CatalogAttrs/SpecificationDocument/2024/11/22/gpu_workstation_specs_2024-11-22-12-10-43_4f0753ef28ea85039a7a2314e2931b44.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/686295/54/78/703/CatalogAttrs/SpecificationDocument/2024/11/22/gpu_workstation_specs_2024-11-22-12-10-43_4f0753ef28ea85039a7a2314e2931b44.pdf</a>
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**शुद्धिपत्र | Corrigendum**

1. तक बढ़ाया गया | Extended Upto : 2024-12-20 17:00:00
2. तक बढ़ाया गया | Extended Upto : 2024-12-27 17:00:00
3. GeM-Bidding-Corr-7170689-5.pdf [यहाँ क्लिक करें | click here](#)

**सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1  
CMC charges for 2nd year after warranty period- Percentage to be indicated- A2  
CMC charges for 3rd year after warranty period - Percentage to be indicated- A3  
CMC charges for 4th year after warranty period - Percentage to be indicated- A4  
CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.  
(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:  
Total Cost for evaluation=  
 $C + C * ((A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}))$  and so on  
C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For 3 year CMC,

- only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.  
 8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.  
 8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

## ईपीबीजी विवरण | ePBG Detail

सहायक बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic.

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2.2 Generic.

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

CSIR  
 IGIB  
 Mathura  
 Road  
 Delhi-20

#### 2.3 Scope of Supply.

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 2.4 OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 2.5 Inspection.

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External Inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated inspection agency.

#### 2.6 Warranty.

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 2.7 Buyer Added Bid Specific ATC.

Buyer Added text based ATC clauses

- only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.  
 8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.  
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## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

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 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

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#### 2.3 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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#### 2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**The following documents are required by the bidder :-**

- 1) Format for declaration by the Bidder for Code of Integrity & conflict of interest**
- 2) Format for Declaration of Local Content**
- 3) Declaration regarding Land Border Sharing Regulations**
- 4) MANUFACTURERS' AUTHORIZATION FORM**
- 5) Revised Specification attached.**

*2.8 Buyer Added Bid Specific ATC:*

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.