

# CENTRAL UNIVERSITY OF PUNJAB

Established vide Act No. 25 (2009) of Parliament

Tender No.: P-32(2019-20)



e-Tender Notice for Purchase of Vienna Ab Initio Simulation Package –  
(VASP) Software

(Two Bid System)

Release Date : 19-Dec-2019

Last Date : 09-Jan-2020; 3:00PM

City Campus, Mansa Road, Bathinda- 151001,  
E-mail: [procurement@cup.edu.in](mailto:procurement@cup.edu.in) Tel: 0164-2864155,

## Central University of Punjab, Bathinda

Central University of Punjab invites online/e-tender from Original Equipment Manufacturers (OEM) /Authorized Dealers for supply of **VASP Software**

**Tender Notice Number** : P-32(2019-20)

**Release Date of the Tender** : 19-Dec-2019

**Last date for the submission of Tender** : 09-Jan-2020; 3:00PM

**Opening date of Tender** : 11-Jan-2020; 3:00PM  
(In case tender opening day declared holiday for any reason the tender will be opened on next working day at same time.)

**Name and Address of the University** : Registrar,  
Central University of Punjab,  
City Campus, Mansa Road,  
Bathinda – 151001, Punjab, India.

**Telephone.** : 0164-2864155

**E-Mail Address** : [procurement@cup.edu.in](mailto:procurement@cup.edu.in),  
[registrar@cup.ac.in](mailto:registrar@cup.ac.in)

S. No.	Name of Instrument	Tender Fee (Non-Refundable)	Earnest Money Deposit (EMD)
1	Vienna Ab Initio Simulation Package – (VASP) Software	NIL	Rs. 12000/-

Tender fee/EMD should be submitted online as per bank details mentioned below:-

Account Name : CUPB Nodal Officer E Tendering  
Name of Bank : Canara Bank  
Account No. : 2089101018661  
IFSC Code : CNRB0002089

**Note:** Offers without Tender fee (if applicable) and EMD shall not be entertained. The bidders registered with NSIC/MSME are exempted from submission of EMD, only after providing proof of registration with NSIC/MSME (as the case may be). Without any proof no submission will be entertained.

## GUIDELINES FOR PREPARATION AND SUBMISSION OF TENDER

### 1. Procedure for preparation of tender:-

- a) Prepare the tender document in order of the checklist attached at Annexure A. The checklist should be on top of the technical bid. All other annexures must follow in the same order within each envelope as specified in checklist. If the tender is not as per format, the same may be rejected without any further communication.
- b) The tender fee (if applicable and mentioned specifically) and EMD/Bid Security shall be deposited through NEFT/RTGS or other online transfer modes to designated bank account of the 'Central University of Punjab, Bathinda'.

### 2. Procedure for Submission of tender: Bids shall be submitted **online only**. University may request hard copy of supporting documents, if needed. University reserves the right to reject the bid if requested documents are not submitted.

#### Online tender submission:

- a) Online bid should be submitted at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- b) **The bidding process is online i.e. EMD, Technical Bid and Financial bid (3 envelope system) must be submitted online.** Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

### 3. Who can Bid-

- a) Either the indigenous agent authorised on behalf of the Principal/OEM or Principal/OEM itself can bid.
- b) If an agent submits bid on behalf of a Principal/OEM along with the Authorization Certificate *with specifically mentioned validity of authorization* for this specific tender from the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item (s)/product (s). All bids other than those from the Principal/OEM should be supported by an authority letter from Principal/OEM authorizing the supplier to tender on their behalf. In case of Principal/OEM, a certificate or a self-certified copy thereof to the effect that the bidder is manufacturer of the equipment must be accompanied with the technical bid.

**GENERAL TERMS AND CONDITIONS**

1. Technical compliance sheet for each instrument should be strictly as per tender format and signed & stamped on each page and not just cut /copy paste and should provide brochure mentioning item(s) with detailed information.
2. The tenders received without earnest money, or misleading information or tender not submitted as per guidelines will be out-rightly rejected.
3. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item, the certificate to this effect should be attached along with other documents.
4. Apart from all these terms and conditions, specific terms as specified for each instrument must also be complied with.
5. The tenders qualifying in technical evaluation will only be considered for financial evaluations. The price bid of others (who are not successful in technical evaluation) will not be considered. Financial bids of only technically acceptable offers shall be opened for further evaluation and ranking for the purpose of awarding the contract.
6. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
7. **Right to reject:** The CUPB reserves right to accept/reject any or all the Tenders at any time without assigning any reason.
8. **Delivery Schedule:** Supply and installation must be..... weeks from the date of Purchase Order or opening of FLC, unless specified otherwise.
9. **Site Preparation:** The supplier shall inform CENTRAL UNIVERSITY OF PUNJAB, Bathinda about the site preparation along with technical bid, if any, needed for the installation, must provide complete details regarding space and all infrastructural requirements needed for the equipment, which CENTRAL UNIVERSITY OF PUNJAB, Bathinda will arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to CENTRAL UNIVERSITY OF PUNJAB, Bathinda in the preparation of the site and other pre installation requirements.
10. **Relocation and Installation in Main Campus from City Campus:** The equipment need to be shifted to the Main campus of CENTRAL UNIVERSITY OF PUNJAB, Bathinda. The Suppliers should ensure that they could provide all the technical support for relocation and installation of the equipment free of cost without any delay.
11. **Civil Suit Jurisdiction:** All legal proceedings in connection with this Supply/Purchase order/Contract shall be subject to the territorial jurisdiction of the local Civil Courts, as per Indian Laws, at Bathinda only.
12. **Cancellation :** The University reserves the right to cancel the Supply/purchase order as a whole or in part at any time or in the event of default on the part of the Supplier prior to the receipt of information regarding taking in hand of the manufacture of material against the Supply/Purchase order/dispatch of material to the consignee.

**Place:****Signature of Authorized Person****Date:****Designation****Seal****FINANCIAL TERMS AND CONDITIONS**

1. **Prices:** Quoted prices of equipment (either imported or indigenous, as the case may be) should be firm, inclusive of insurance, loading/unloading charges and FOR Central University of Punjab (CUPB), City Campus, Mansa Road, Bathinda.
2. **Acceptance of Terms & Conditions:** Bidders must confirm the acceptance of all the terms and conditions of this tender. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this tender enquiry may render the bids liable for rejection.
3. **Concessional GST:** Central University of Punjab is a Research Institute other than Hospital Registered under Department of Scientific and Industrial Research (DSIR), Govt. of India and is entitled to avail concessional rate of Goods and Service Tax (GST) in terms of Ministry of Finance notification 47/2017 – Integrated Tax Dated 14.11.2017. University is eligible for concessional GST@5%. University will provide a certificate in this regard to the supplier.
4. **Custom Duty Exemption:** The University being a public funded and non-commercial research institution is exempted from paying Custom Duties vide notification no. 51/96-custom and the provision of the said notification will apply. University will provide DSIR certificate, Custom Duty Exemption Certificate (CDEC), road permit and other necessary certificates. Since the University does not have any Clearing Agent, the Supplier is required to get the consignments cleared on behalf of the University. ***Admissible Custom duty only (if specifically asked in the Price bid)*** will be reimbursed to the Supplier on production of documentary evidence of such payment made. All other charges/duties including custom clearance charges shall be borne by the supplier firm. In case of direct supply by overseas Principal/OEM, the equipment should come straight from the nearest Port/Airport to the University and not be taken to any local warehouse/Godown. In case of inspection by the Customs, legible seal of Custom Officials should be present along the tearing of consignment.
5. **Payment will be made to the supplier through following modes.**
  - A). **Supplied by overseas Principal/OEM:**
    - i) 80% payment will be released through FLC after receipt of dispatch proof, 10% will be released after installation of equipment & submission of PBG/Security Deposit and 10% payment will be released after 3months of installation and satisfactory performance of the equipment. FLC equal to 80% of Invoice value will only be opened. FLC/Wire Transfer/TT charges both inside & outside India will be borne by the Principal firm or their Indian agent and balance payment shall be released after deduction of same from residual amount. *The cost and bank charges for any extension of Letter(s) of credit due to delays by the supplier other than for reasons of Force Majeure shall also be to the account of the supplier.*
    - ii) 100% payment will be made through Wire Transfer/TT after delivery, installation and demonstration of goods in good condition, satisfactory inspection report of the Indenter and submission of PBG/Security deposit (where applicable). Bank charges on account of Wire Transfer/TT (if any) for foreign currency payment will be borne by the Principal firm or their Indian agent and payment will be released after deduction of same.
  - B). **Supplied by Indian Bidder:**

100% payment will be made through ILC/RTGS/by cheque after delivery, installation and demonstration of goods in good condition and satisfactory inspection report of the Indenter and on the submission of performance bank guarantee valid for warranty period plus AMC

period (wherever AMC is opted for by University along with purchase of equipment) + 6 months. In case of ILC, charges will be borne by the supplier and adjusted against the payment. In case bidder is not agreeable to bear ILC charges, the same shall be separately specified by the bidder, in which case, the applicable ILC charges will be loaded in bidder's price bid for the purpose of financial evaluation of bids.

6. **Penalty for non/late delivery of material:** If the supplier fails to deliver and install the material/equipment within the stipulated delivery period of the Supply/Purchase order/contract, the same is liable to pay penalty charges @ 1% per week (or part thereof) of the cost of goods/ services, not exceeding maximum limit of 10% of the cost of complete unit of equipment/material so delayed to be installed.
7. **Security Deposit/PBG:**
  - a. 02 PBG valid for Guarantee/Warranty period + 6 months, will be submitted by firm @5% each of the total equipment cost in the shape of FDR/PBG favouring **Central University of Punjab, Bathinda**. In case of non-compliance of performance/repair on complaint, PBG will be encashed by the University and deduct the amount accordingly as per Guarantee/Warranty clause. After deducting the penalty amount, the extra amount (if any) will be paid back after expiry of Guarantee/Warranty period. Failure to submission of security deposit/PBG within the stipulated time, will lead to forfeiture of EMD(if any).
  - b. On faithful execution of the Supply/Work order/contract in all respects, including warranty period, the security deposit of the contractors/supplier shall be released after expiry of warranty period.
  - c. In the event of default on your part in faithful execution of Supply/Work order/contract, the security deposit shall be forfeited by an order of the Registrar of the University. The forfeiture of security deposit shall be without prejudice to any other right arising or accruing to the university under relevant provisions of the Supply/Work Order/contract, like – recovery of penalty/damages for delay as per delivery provisions, under Negligence & default clause, including suspension of business dealings with the bidder which could extend for a specific period.
8. **Warranty/ Guarantee:** Bidders are required to submit warranty/ Guarantee certificate as per given Performa at Annexure.
9. **Installation:** Installation and Training for usage of the equipment under purchase will be of free of cost.
10. **Arbitration:**
  - a. If, at any time, any question dispute or difference of whatsoever nature arise between the purchaser/University and the bidder/contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to sole arbitration of a nominee of the purchaser/University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996(Amended up to date) and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the University whose name is approved by the Vice Chancellor. It will not be objectionable if the Sole arbitrator is an officer of the university and he has expressed his views on all or any of the matter in question of dispute or difference.



- b. Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount there of or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom & to whom and in what manner the same is to be borne and paid.
- c. The work under the contract shall, if reasonable possible continue/during the arbitration n proceedings and no payment due or payable by the purchaser/university shall be withheld on account of such proceedings.
11. **Parts of Equipment:** Where the equipment is composed of several separately marketable subunits/components/assemblies, the rate should be quoted for each subunit/ component. The University reserves the right to increase or decrease the number of subunits/ components and number of equipment according to its requirements. The rates in ambiguous terms will render the bids liable to rejection. The words “Not quoting” should be clearly written against any item of equipment for which the tenderer is not quoting.
12. **Validity:** Tenders should be valid for 6 months from the last/due date of tender submission.
13. **Indigenous items:** The items which can/are to be provided indigenously may be listed separately. Such items, along with those imported items which are supplied by authorised Indian agent of overseas Principal/OEM, should be quoted in INR only.
14. **Country of Origin:** Country of origin of the quoted item should be mentioned in the offer in case of Import item(s).

**Place:**

**Signature of Authorized Person**

**Date:**

**Designation**

**Seal**

**CENTRAL  
UNIVERSITY  
OF PUNJAB**

**CHECK LIST****Document for Tender Fee/EMD - Envelope 1**

Sr. No.	Checklist	Yes/No
1	Tender Fee (If applicable),	
2	EMD (NSIC/MSME Certificate attached, if exempted).	

**Documents for Technical Bid -Envelope 2**

Sr. No.	Checklist on top of the technical bid	Yes/No
1.	Application Form <span style="float: right;">Annexure A</span>	
2.	Technical Specification <span style="float: right;">Annexure B</span>	
3.	Technical Specification Compliance Sheet <span style="float: right;">Annexure C</span>	
4.	Non Blacklisting of supplier <span style="float: right;">Annexure D</span>	
5.	Proforma For User List <span style="float: right;">Annexure E</span>	
6.	Warrantee/Guarantee <span style="float: right;">Annexure F</span>	
7.	Declaration of Supplier <span style="float: right;">Annexure H</span>	
8.	Authorization Certificate <i>with specifically mentioned validity of authorization for this specific tender from the Principal/OEM</i>	
9.	Photocopy of PAN, GST and TAN card.	
10.	Copy of income tax return and balance sheets (audited) for last 2 years	
11.	The printed literature and catalogue/brochure giving full technical details should be provided/ included with the technical bid to verify the specifications quoted in the tender.	
12.	<b>Service Manual/Circuit Diagram:</b> It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams along-with the equipment.	
13.	Tenders must accompany a copy of the <b>“Financial Terms and Conditions”</b> section of this document, signed and stamped on each page indicating that they agree to these and mention that in future they will not-take any action against these terms and conditions.	

**Documents for Financial Bid**

1	Format of BOQ (Bill of Quantity) available on CPPP. BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only. A. Financial comparison will be made including all charges to make FOR Central University of Punjab, Bathinda e.g. cost of equipment, transportation, insurance (if any), Custom clearance, percentage of custom duty after exemption of against DSIR Certificate (if specifically asked), CMC/AMC/Extended Warranty charges(if specifically asked to quote), GST etc., b. It is mandatory to accept all terms and conditions of tender document warranty as per tender and even FLC Charges both Inside and outside India, all other applicable charges will be mentioned in Column 11, c. It is mandatory to fill all column 8, 9, 10, 11, please choose the currency wisely for the equipment but all applicable taxes, i.e. GST, concessional GST, other charges be quoted in INR only, No percentage is allowed.	<b>Only online on CPPP.</b>
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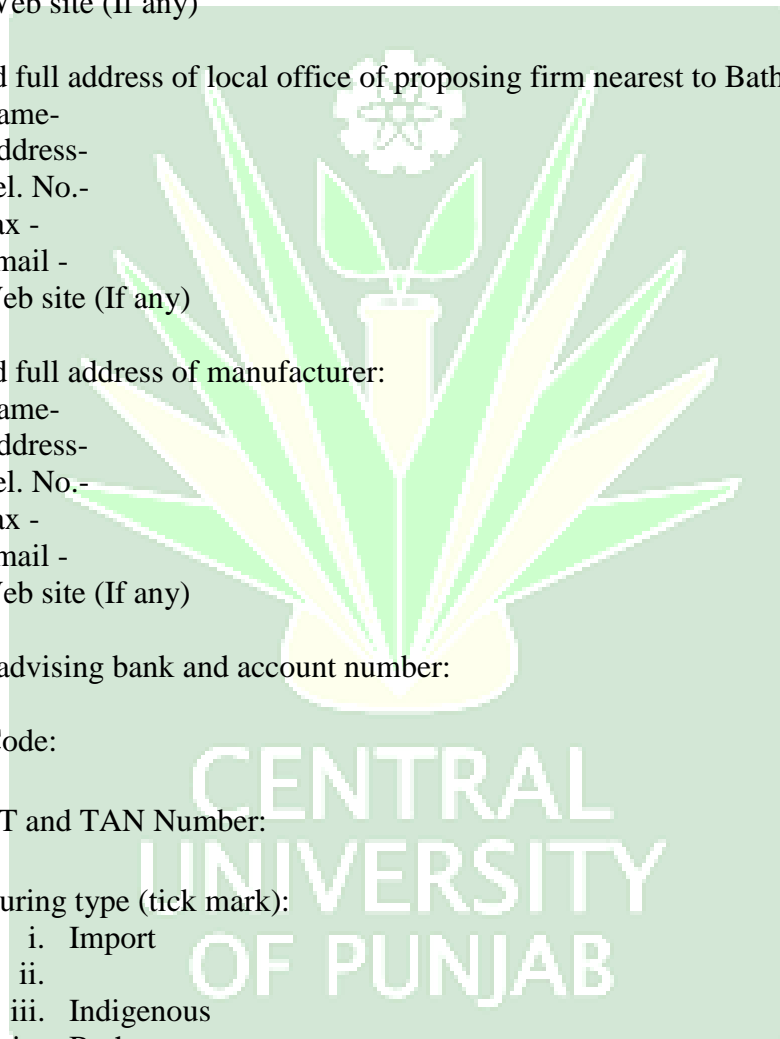
**Place:****Signature of Authorized Person****Date:****Designation****Seal**



## APPLICATION FORM

To be Filled Completely and Signed (**should be on letterhead of bidder**)

1. Contact details of the head office of proposing firm:
  - a. Name-
  - b. Address-
  - c. Tel. No.-
  - d. Fax -
  - e. Email -
  - f. Web site (If any)
  
2. Name and full address of local office of proposing firm nearest to Bathinda:
  - a. Name-
  - b. Address-
  - c. Tel. No.-
  - d. Fax -
  - e. Email -
  - f. Web site (If any)
  
3. Name and full address of manufacturer:
  - a. Name-
  - b. Address-
  - c. Tel. No.-
  - d. Fax -
  - e. Email -
  - f. Web site (If any)
  
4. Name of advising bank and account number:
  
5. SWIFT Code:
  
6. PAN, GST and TAN Number:
  
7. Manufacturing type (tick mark):
  - i. Import
  - ii.
  - iii. Indigenous
  - iv. Both
  
8. Country(s) of origin:
  
9. Any other relevant information:



**TECHNICAL SPECIFICATIONS OF THE EQUIPMENT / ITEM(S) / MACHINE**

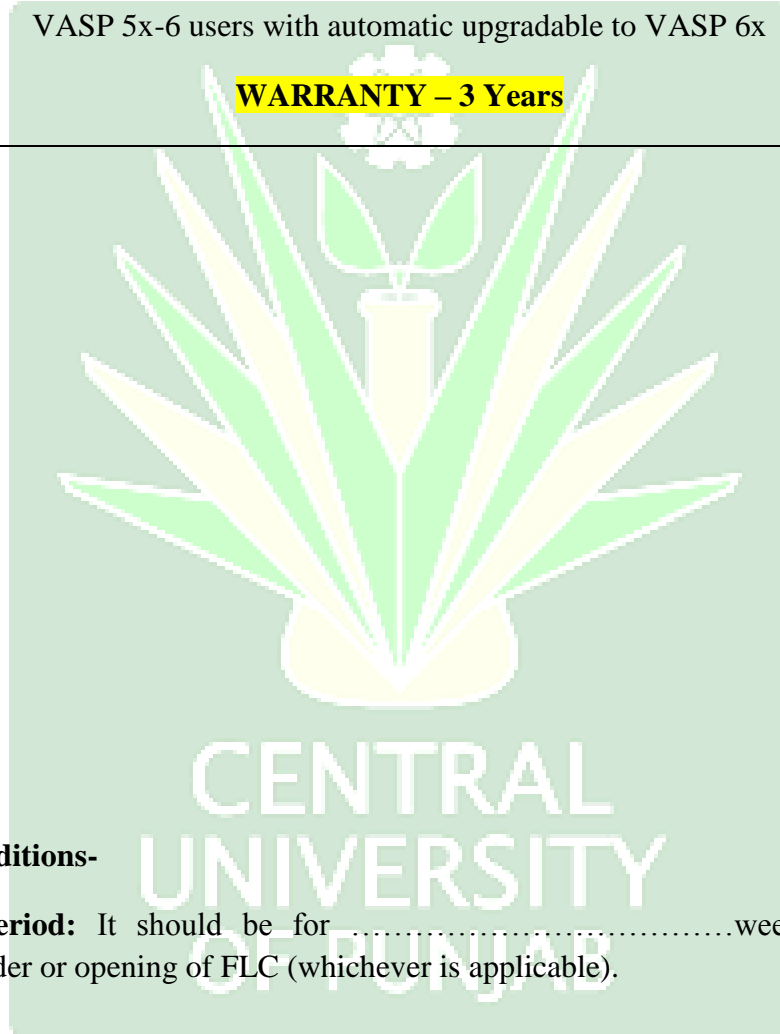
Name of the Equipment / Item(s) / Machine \_\_\_\_\_  
Name of the Manufacturer \_\_\_\_\_  
Make of the Equipment \_\_\_\_\_  
Model Number \_\_\_\_\_  
County of Origin \_\_\_\_\_

**SPECIFICATIONS**

The VASP- Vienna Ab Initio Simulation Package – (VASP) Software

VASP 5x-6 users with automatic upgradable to VASP 6x

**WARRANTY – 3 Years**



**Terms and Conditions-**

1. **Delivery period:** It should be for .....weeks from date of Purchase order or opening of FLC (whichever is applicable).
2. **Validity:** Tenders should be valid for 6 months from the last/due date of tender submission.
3. **Prices:** Quoted prices of equipment (either imported or indigenous, as the case may be) should be firm, inclusive of insurance, loading/unloading charges and FOR Central University of Punjab (CUPB), City Campus, Mansa Road, Bathinda.

**Place:**

**Signature of Authorized Person**

**Date:**

**Designation**

**Seal**

**TECHNICAL SPECIFICATION COMPLIANCE SHEET**

**(No cut / copy paste, provide with supporting document)**

Sl. No.	Specifications as per tender (point wise)	Compliance of the quoted model	Compliance of alternate model, if any	Remarks (Deviations)	Information of durations on performance

Signature and seal of the Manufacturer/Bidder

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”

(Furnishing of wrong statement may lead to debar from the future purchases of CENTRAL UNIVERSITY OF PUNJAB, Bathinda.)

**FORMAT FOR NON-BLACKLISTING OF SUPPLIER**

I/ We \_\_\_\_\_Manufacturer/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) \_\_\_\_\_ do hereby declare and solemnly affirm that our firm/company is never black-listed by the Union/State Government/Autonomous body.

Deponent

Address

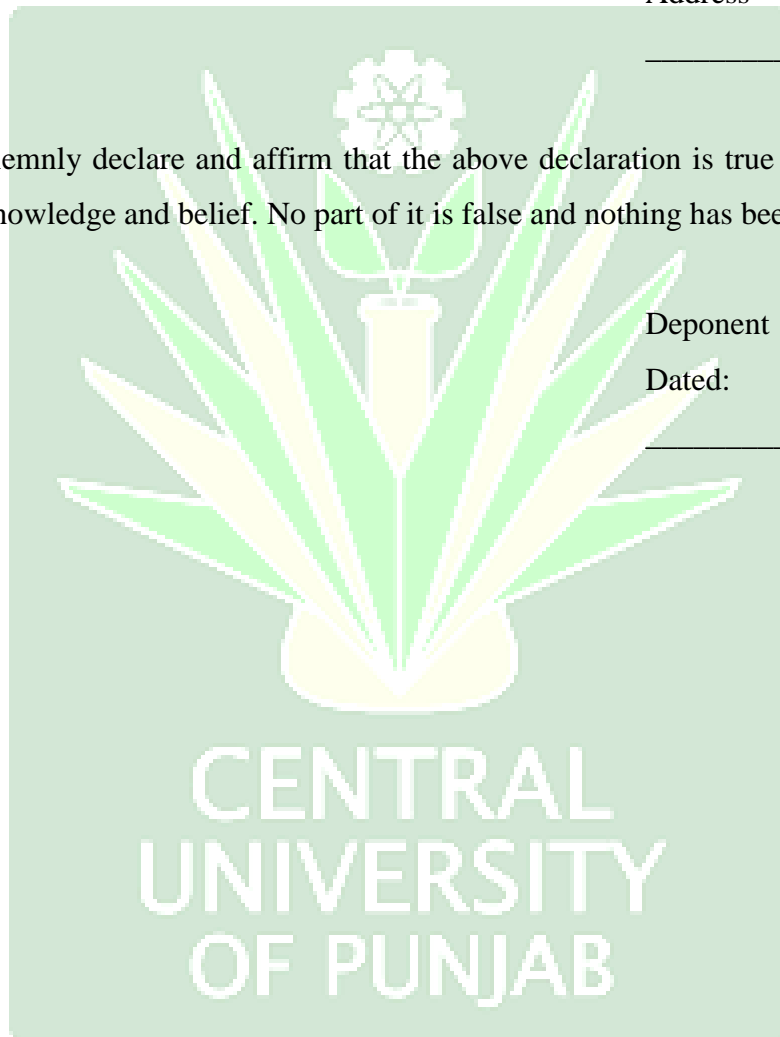
\_\_\_\_\_

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated:

\_\_\_\_\_





**CERTIFICATE OF WARRANTY/GUARANTEE**

- a) I/We certify that the warranty shall be for a period as specified in technical specification part starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the supply order in working order. During the warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises. The benefit of change in dates of the warranty period shall be in the interest of the University.
- b) We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of 5 years.
- c) We shall try to repair the equipment at CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at CENTRAL UNIVERSITY OF PUNJAB, Bathinda. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the CENTRAL UNIVERSITY OF PUNJAB, Bathinda after repair Any loss of equipment or its accessories under our charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to CENTRAL UNIVERSITY OF PUNJAB, Bathinda for such losses at the FOR value for the damaged/lost equipment/part, including accessories.
- d) We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of CENTRAL UNIVERSITY OF PUNJAB, Bathinda premises with free of cost.
- e) In case of extended warrantee, we undertake to carry out annual calibration of the equipment without any charges.
- f) We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.
- g) Guarantee/Warrantee will include everything in the period including consumable parts.
- h) List of consumables along with Price of each consumable part applicable after the Guarantee/warrantee must be provided in the bid.
- i) Repair period- All complaints will be entertained within 2 weeks(downtime) (unless specified otherwise) of the lodging of complaint otherwise penalty will be as follows:-



1. @0.5% per week of total purchase value for 1<sup>st</sup> two weeks or part thereof after expiry of downtime.
2. @1% per week of total purchase value for next three weeks or part thereof.
3. @2% per week of total purchase value for further three weeks or part thereof.
4. If not complied with the above, legal action can be initiated to recover the cost of the equipment as per depreciation rule of Company Act 2013.
5. Further, the supplier (Original Equipment Manufacturer and their Authorized Dealer/Supplier) can be blacklisted at least 06 months upto three years.

**Place:**

**Signature of Authorized Person**

**Date:**



### **DECLARATION BY SUPPLIER**

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the bids are truthful and binding on the firm.”

**Place:**

**Date:**

