

**KENDRIYA VIDYALAYA I N S ZAMORIN EZHIMALA**  
**NAVAL ACADEMY P.O,**  
**EZHIMALA, KANNUR**  
**KERALA -670310**



**BID NO: KV/EZH/CHEMLAB/R&M /2022-23/01**

Bid Document for  
**SUPPLY, INSTALLATION, COMMISSIONING AND STATUTORY  
CERTIFICATE FOR GAS PIPELINING AT CHEMISTRY LAB  
OF KENDRIYA VIDYALAYA INS ZAMORIN EZHIMALA**



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**NAVAL ACADEMY P.O,**

**EZHIMALA, KANNUR**

**KERALA -670310**

**PHONE-04985-224000**

**Email :kvezhimala@gmail.com**

Kendriya Vidyalaya INS Zamorin Ezhimala invites sealed Tender for supply of items for providing gas pipeline and installation with providing statutory certificate as per Indian standard in Chemistry lab.

**Time Schedule**

Bid Submission Start Date	<b>01/06/2022</b>
Bid Submission End Date	<b>10/06/2022 at 3.00 p m</b>
Technical Bid Opening Date	<b>10/06/2022 at 3.30 p m</b>

## 1.0 INTRODUCTION

1.1 The Kendriya Vidyalaya , INS Zamorin Ezhimala under KVS, an Autonomous Body under Ministry of Education, Govt. of India

1.2 The Kendriya Vidyalaya INS Zamorin Ezhimala is located inside Indian Naval Academy Ezhimala, Kannur, Kerala-670310

1.3 Kendriya Vidyalaya INS Zamorin Ezhimala invites sealed tender for supply of items for providing gas pipeline and installation with providing statutory certificate as per Indian standard.

1.4 The details of items required for the installation is given in ANNEXURE-I. The tender document may be downloaded from <https://ezhimala.kvs.ac.in>.

1.5 The tenders shall be sealed by the bidder duly superscripted as “**Tender for Supply, Installation, Commissioning and Statutory certification for gas pipelining at chemistry lab of Kendriya Vidyalaya INS Zamorin Ezhimala**” bids should reach on or before 04/06/2022, 15:00 hours

1.6 To avoid any complications with regard to Late Receipt/Non-Receipt of Tenders, it may please be noted that responsibility rests with the bidder to ensure that the tenders reach the above-mentioned address on or before the due date.

1.7 Tenders received after due date/time will not be considered under any circumstances and will be rejected at the outset. Canvassing in any form will result in the disqualification of the bidder.

### **1.8 Eligibility Criteria:**

1. Valid registration certificate of the firm of the Govt./ State Govt (Attach a selfattested photocopy).
2. The bidder- a firm should have provided service that involved works of similar nature, has experience and successfully completed works of similar nature in any Govt. departments preferably KV (Enclose supporting documents)
3. The firm should have been registered with GST. (Attach Registration Certificate)
4. The concerned firm/company whose product has been declared as of spurious or adulterer quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid

## **Instructions to Bidders including Terms and Conditions**

### **2. Scope of Bid**

Kendriya Vidyalaya, INS Zamorin Ezhimala hereinafter called “Purchaser”, invites bid from service providing firms for **Supply, Installation, Commissioning and statutory certification for gas pipelining at chemistry lab**, including critical spares and warranty for one year after validation and subsequent maintenance after the expiry of warranty for its Kendriya Vidyalaya School at its campus in Indian Naval Academy Ezhimala.

### **3. Cost of Bidding**

3.1. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.

### **4. Tender Document**

4.1. The Tender Document is not transferable.

4.2 The Tender Document marked “Original” with each page signed and stamped to acknowledge acceptance of the same should be submitted.

### **5. Amendment of Tender Document**

5.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

5.2. Amendment(s) if such will be intimated in Vidyalaya Website and shall be binding on them. Further, it will be assumed that the Bidder has taken into account all such amendment(s) while submitting the bid.

### **6. Language of Bid**

6.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Purchaser shall be in English and the Contract shall be construed and interpreted in accordance with that language.

6.2. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

## **7. Documents Comprising the Bid**

- 7.1 All the Documents as mentioned under the Heading Eligibility Criteria vide para 1.8
- 7.2. Earnest Money Deposit (EMD)/ Bid Security @ 2% of Bid Value
- 7.3. Documents establishing conformity of the Items to the Tender Document;
- 7.4. An undertaking to provide comprehensive onsite maintenance during the warranty and AMC (if any) periods for the items should be given by the bidder

## **8. Format and Signing of Bid**

- 8.1. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons authorized. All pages of the bid shall be numbered and except for unamendable printed literature, shall be signed by the person or persons signing the bid.

## **9. Bid Prices**

- 9.1. Prices must be quoted separately for each requisite item as identified.
- 9.2. Price quoted for item must include all costs associated with packing, transportation, insurance, all duties and levies, delivery of item, loading and unloading on DOOR DELIVERY basis to the Vidyalaya and should include its supply, installation, commissioning and statutory certification for gas pipelining at chemistry lab
- 9.3. Complete details and ISI specification if any must accompany the bids. Make/brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by us, the same may be shown separately.
- 9.4. Prices quoted by the Bidder shall be firm during the validity of the bid.
- 9.5. Payment of GST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the bids. If no indication regarding GST is recorded in the bid, the GST will be considered as inclusive.

## **10. Conformity of the Tender Document**

- 10.1. The Bidder shall furnish, as part of its bid, documents establishing the conformity of the Items that the Bidder proposes to supply under the Contract to the requirements of the Purchaser, as given in the Tender Document.

## **11. Earnest Money Deposit (EMD)/Bid Security**

- 11.1. The Bidder shall furnish, as part of its bid, **an EMD/Bid Security @ 2% of Bid Value** in the form of Demand draft drawn in favour of **KV INS Zamorin Ezhimala VVN A/C** payable at **UBI, Payyannur**.
- 11.2 The firms who are registered with Micro & Small Enterprises (MSEs) as defined in MSE procurement are exempted to furnishing the EMD/Bid Security. Self attested copy of valid registration certificate issued by competent authority in the cense of MSEs/MSME must be enclosed with the bid.

11.3. Any bid not accompanied with the EMD except MSEs/MSME firm shall be treated and rejected by the Purchaser as non-responsive.

**12. Period of Validity of Bids:** Bids shall remain valid for a period of not less than 90 days after the date of deadline for submission of bids prescribed by the Purchaser.

**13. Deadline for Submission of Bids**

13.1. Bids must be received by the Purchaser at the address specified not later than the time and date as stated. In case this date happens to be a declared holiday for the office of the Purchaser or happens to be a holiday declared incidentally, the Bids shall be received up to the appointed time on the next working day.

13.2. The Purchaser may, at its discretion, extend this deadline for submission of bids in which case all rights of the Purchaser and all obligations of the Bidders will thereafter be subject to the deadline as extended.

**14. Late Bids:** Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser, shall be rejected and returned unopened to the Bidder.

**15. Clarification of Bids:** During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

**16. Evaluation of Responsive Bids:** The Purchaser will evaluate the bids that have been determined to be substantially responsive.

**17. Award Criteria**

The purchaser will award the contract to the responsive bidder whose total cost for all the items puts together in each part is the lowest.

**18. Purchaser's Right to Accept/Reject/Modify Bids**

18.1. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

18.2. The Purchaser reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.

**19. Award of Purchase Order**

19.1. Prior to the expiration of the period of bid validity, the Purchaser will issue the Purchase Order to the successful Bidder in writing.

19.2. The Purchase Order will constitute the foundation of the Contract.

## **20. Contract Agreement**

20.1. Within fifteen (15) days of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser, along with the Performance Security.

20.2. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

## **21. Performance Security**

21.1. Within ten (10) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to 5% of the Contract value (excluding the value of annual maintenance charges). The Performance Security will be valid all along the warranty period and shall extend up to sixty (60) days after the date of completion of warranty period.

21.2. The security shall be in one of the following forms:

(a) A bank guarantee bond issued by the Indian Scheduled bank acceptable to the Purchaser.

(b) A Demand Draft favouring, KV INS Zamorin Ezhimala VVN A/c payable at UBI, PAYYANNUR

21.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The bank guarantee bond shall be returned to the Supplier not later than forty five (45) days after its expiration.

21.4 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Bid Security, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

## **22. Contract Documents**

22.1. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

22.2. The order of precedence of the Contract documents will be as follows:

- (i) Contract Agreement
- (ii) All other Forms
- (iii) Items and their Requirements
- (iv) Supplier's Bid
- (v) Tender Document

**23. Amendment to Contract:** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

#### **24. Supplier's Responsibilities**

24.1. The Supplier's obligations involve:

- (a) to visit Vidyalaya and assess the lab layout, requirements prior to submission of bids
- (b) Supply of items given in Tender Document.
- (c) Making operational the gas pipeline at the lab which includes all necessary activities towards (installation, commissioning & validation of Items).
- (d) Development of test methods & applications
- (e) Training, at the cost of Supplier, of personnel in operation, day-to-day maintenance and troubleshooting of the Items
- (f) Supply of Material (instruction/operation/service/maintenance manuals including drawings & circuit diagrams and application notes), Calibration Certificates (where applicable, traceable to national/international standards) and any other documents specified in the Contract.
- (g) Maintenance of the items/replacement of the item in free of cost including service charge during the warranty period

**24.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items, services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for installation & commissioning, integration & validation of Items as if such work and/or items and Materials were expressly mentioned in the Contract.**

**24.3** The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless, the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier.

#### **25. Supply, Installation, Commissioning and Statutory certification for gas pipelining**

25.1 The Supplier shall supply all the items within the period specified in the tender document i.e., within TWO weeks of signing the purchase order or within the period mutually agreed between purchaser and supplier.



25.2 The Supplier shall thereafter proceed with the installation & commissioning, integration, validation and demonstrate operational acceptance of the Instrument within the period specified above, unless it is mutually agreed.

## **26. Terms of Payment**

26.1. 100% payment will be made after successful completion of work (supply and installation and associated services) subject to submission of following documents a. Ink signed copy of commercial invoice

b. Guarantee/Warranty certificate

c. Performance Bank guarantee bond

d. Details for electronic payment viz accounts holder name, bank name, branch name, IFSC code, MICR code (Copy of cancelled cheque/Passbook copy)

26.2 Payments for services rendered or supplies made shall be released only after the services have been rendered or supplies made. **No any advance payment will be made to bidder in this regard.**

26.3 If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective component/items to the satisfaction of the Purchaser/consignee.

**27. Taxes and Duties:** Income tax @ 2% will be deducted from the contract amount.

## **28. Penalties**

28.1. If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of the time granted by the Purchaser, the Supplier shall pay to the Purchaser penalties at the rate specified in the Tender document.

28.2. The Purchaser reserves the right to terminate the contract if the Supplier defaults on any of the time limits by more than TWO weeks.

## **29. Defect Liability**

29.1. The Supplier warrants that the items, including all subassemblies and components provided, shall be free from defects in the design, engineering/ manufacturing, workmanship and performance that prevent the item and/or any of its subassemblies and components from fulfilling the item Requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the Items, its subassemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2. The Warranty Period shall commence from the date of validation of the Items and shall extend for the length of time specified in the tender document supra.

29.3. If during the Warranty Period any defect found in the Items, the Supplier shall promptly, at its sole cost, repair/replace or otherwise make good such defect as well as any damage to the Items cause by such defect. Any defective Items, Subassembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced items in good condition shall become the property of the purchaser.

29.4. Validation of the Items shall be carried out by the Supplier each time a major repair is carried out in the Items during the warranty period.

29.5. Response time for attending to defects shall be 24 - 48 hours after they are reported to the Supplier or its designated service agent. If the Items cannot be used for more than TWO working days by reason of such defect and/or making good of such defect, the warranty period for the Items shall be extended by a period equal to the period during which the Items could not be used by the Purchaser because of such defect and/or making good of such defect.

### **30. Effect of Force Majeure**

30.1. If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.

30.2. The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Purchaser's right to terminate the Contract.

30.3. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:

- (a) Constitute a default or breach of the Contract;
- (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

30.4. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Supplier.

**31.Liquidated damages:** - In the event of the Bidder's failure to submit the guarantees and documents, supply the goods, installation of items, the purchaser may at its discretion withhold any payment until the completion of the contract. The purchaser may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of

delay or part of the week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

**32. Assignment:** The Supplier shall not, without the prior written consent of the Purchaser, assign to any third party, the Contract or any part thereof.

**33. Governing Law:** The Contract shall be governed by and interpreted in accordance with the laws of India.

**34. Settlement of Disputes :** In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HQ), New Delhi - 110067. The decision of the Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HO), New Delhi-110067 shall be final and binding on both the parties.

**35. REASONABILITY OF PRICES:** Please quote best minimum prices applicable for a premier Research Institution, leaving no scope for any further negotiations on prices. The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to INSTANT to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate

**36.** Kendriya Vidyalaya INS Zamorin Ezhimala reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.

The purchaser looks forward to receiving the quotations and appreciates the interest of the bidder in the KVS

Yours faithfully

Muraleedharan T  
Principal

For and on behalf of Kendriya Vidyalaya INS Zamorin Ezhimala  
ANNEXURE -1  
(Supply of items)

SL NO	DESCRIPTION	Qty	UNIT RATE RS.	GST RATE In %	GST Amount	Total Amount (Per Unit) including GST
1	½” SS PIPE(3.5mmg)	75M				
2	3X1 MANIFOLD	1PS				
3	LAB BURNER	24				
4	HIGH PRESSURE REGULATOR	3				
5	NON RETURN VALVE	3				
6	PS1 CONTROL VALVE ½’	1				
7	BALL VALVE ½’ SS	2				
8	3/8 CONNECTION VALVE	12				
9	UNION JOINT	35				
10	½’ SS ELBOW	30				
11	FLEX TUBE	30M				
12	CYLINDER PIGTAIL	3				
13	½’ COPPER CONNECTER 3 FEET	1				
14	20 PS1 LOW PRESSURE CONTROLLER	2				
15.	20 PS1 PRESSURE CONTROLLER	1				
16	3/8 BRASS HOSE CUTTER	12				
17.	BRASS HOSE TEA	12				
18.	GAS PLANT BOX (3 CYLINDER)	1				

- All items should be having ISI mark
- Antirust stainless steel should use.

We agree to supply the above goods in accordance with the specifications for the above mention unit price shown against the item for which quotations have been submitted within the period specified in the invitation for quotation.

We also confirm that the normal commercial warranty/guarantee of \_\_\_\_\_ months shall apply to the offered goods.

(Combined) Bid Security @2% of Bid Value furnished herewith vide bank draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on UBI, Payyannur

Signature:

Name:

Place:

Date:

ANNEXURE-2

Company Name & Address			
Name			
Address			
City		District	
State		Pin	
Telephone		Cell	
Fax		E-mail	

Details of at least one contract of 2 organizations successfully completed as main supplier for supply installation and demonstration of similar products in India in last 3(three) years. Documentary proof of the same should be submitted.

Sr. No.	Name of organization	Details of project Value(NR)

1

2

Signature of the Bidder

**ANNEXURE -3**  
**SELF DECLARATION**

Date:

Ref:

To,

The Principal,

Kendriya Vidyalaya INS Zamorin Ezhimala

In response to the Tender No. ....

I/We hereby declare that our company

..... is, having unblemished past record, and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

Signature of the Bidder

Date:

Place:

## ANNEXURE -4

### ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENTS

To,  
The Principal,  
Kendriya Vidyalaya INS Zamorin Ezhimala

Sir,

I Have carefully gone through the Terms & Conditions contained in the

Tender No.....Regarding **supply, installation, commissioning and statutory certification for gas pipelining in chemistry lab.**

I declare that all the provisions, of this Tender Document are acceptable to my company, I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of witness Signature of the Bidder Date:

Place:

**ANNEXURE -5**  
**AVAILABILITY OF SPARE PARTS**

Date:

Ref: .....

To,

The Principal,

Kendriya Vidyalaya INS Zamorin Ezhimala

In response to the Tender

No.....I/We hereby declare that our

Company ....., in accordance with

stipulations contained in the tender document, agree to that all spares parts essential to

keep the offered instruments/apparatus will be kept in ready availability for a period of

5 years from the date of supply.

Signature of Bidder Date:

Place: