REQUEST FOR PROPOSAL (RFP)

FOR

PROCUREMENT OF 3D-PRINTERS

at

Maker Village/Indian Institute of Information Technology & Management – Kerala

Ref No: IIITMK/001(1)/MV/3D PRINTERS/2025-26



INDIAN INSTITUTE OF INFORMATION TECHNOLOGY & MANAGEMENT – KERALA

IIITMK Building, Technopark Phase I, Karyavattom Thiruvananthapuram, Kerala 695581 Phone: 0471-2788000

Email: pm2.makervillage@iiitmk.ac.in

www.iiitmk.ac.in

Pre-bid Date : 03.07.2025 at 11:00hrs
Last date of Submission of online bids : 17.07.2025 up to 17:00 hrs
Date of Opening of Technical Bids : 21.07.2025 at 11:30 hrs.

INVITATION FOR BIDS / NIT

The Director, Indian Institute of Information Technology and Management – Kerala (IIITM-K), Trivandrum invite e-tenders for the following Equipment: -

Tender Ref. No.	Description of items	Single/ Two bid	Tender fee	Bid Security (EMD) in Indian Rupees	Payment Mode
IIITMK/001(1)/M V/3D PRINTERS/2025- 26	supply, installation, and maintenance of 6nos(Six) with various specification high speed FDM 3D printing systems	Two bids	Rs. 960/-	RS. 4,800.00	DD in favor of "IIITMK Thiruvananthapu ram payable at Trivandrum or Bank transfer account no- 67347987460,SB I Technopark Branch,Karyavatt om

- 1. ITB, GCC, SCC, Price Schedule forms, schedule of requirement other standard forms have been attached, which will form part and parcel of this tender.
- 2. Last Date & time of submission of quotation is on **17.07.2025 IST 05.00 pm** and the Tenders will be opened on **21.07.2025 at 11.30 am**.
- 3. Bids must be accompanied by a bid security along with the Technical Bid. Technical bid shall be opened on the date and time mentioned in the Tender document and if the bidder so desires, bidders' representatives may attend the bid opening process. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- 4. The Director, IIITMK reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons.

Date: 02.07.2025 Director

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CHAPTER 1

INSTRUCTIONS TO BIDDER (ITB)

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A. Introduction

1. Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser" (please see Definitions in the 'General Conditions of Contract' later in this document), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Fraud and corruption:

The purchaser requires that the *bidder's* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

4. Cost of Bidding Documents

Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the bidding documents can be downloaded from iiitmk website i.e. https://www.iiitmk.ac.in.

5. Content of Bidding Documents

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 7 chapters as under:

Chapter 1: Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and

Special Conditions of Contract (SCC)

Chapter 3: Price Schedule Forms

Chapter 4: Prequalification Requirements
Chapter 5: Other Standard Forms comprising:

(a) Contract Form

(b) Manufacturer's Authorization Form (MAF); With associated letter from manufacturer or Registration

Certificate

(c) Performance Statement Form

(d) Deviation Statement Form

(e) Service Support details;

(f) Bid Form

(g) Performance Security Form;

(h) Acceptance Certificate Form

(i) Annual turnover Statement form the past three years

Chapter 6 : Schedule of Requirements and

Specifications and Allied Technical Details

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of bidding documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's email address specified in Special Conditions of Contract (SCC). The Purchaser will respond in email to any request for clarification, provided that such request is received not later than five (5) days prior to the deadline for submission of bids. The Purchaser will provide this information to all other bidders without indicating the source of the query. Should the Purchaser deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure stipulated under clause relating to amendment of bidding documents and clause relating to deadline for submission of bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

7. Amendment of Bidding Documents

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 bidding documents by amendment.

Any amendment to the tender document would be hosted on the website and prospective bidders are requested to be in touch with the website. This will also hold true for all modifications and amendments after the pre bid conference.

In order to allow prospective bidder's reasonable time in which to take the

amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the etendering website.

C. Preparation of Bids

8. Language of Bid

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language only.

The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

9. Documents Comprising the Bid

The bid prepared by the Bidder shall necessarily include, but not limited to the following

- (a) Bid security (EMD) as specified in the Invitation to bids along with technical bid.
- (b) Annual turnover statement (CA certified) for the past three years
- (c) Performance Statement Form
- (d) Prequalification Documents
- (e) Acceptance Certificate Form
- (f) Service support details Form along with technical bid.
- (g) Deviation Statement Form along with technical bid.
- (h) Performance Statement Form along with technical bid.
- (i) Manufacturer's Authorization Form along with technical bid.

 Technical Compliance. An item by item commentary on the purchaser's Technical Specifications (Chapter 7) demonstrating compliance and substantial responsiveness to those specifications
- (j) Bid form and applicable BOQ (Price Schedule Form) (as per clause ITB 17).
- (k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

10. Bid form and price schedule

The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any Alterations to its format and no substitutes shall be accepted. All blank spaces shall be Filled in with the information requested.

11. Bid Prices

The Bidder shall indicate on the appropriate BOQ, the unit prices and total bid prices of the goods it proposes to supply under the contract.

The terms FOB, FCA, CIF, CIP, DAP etc shall be governed by the rules prescribed in the current edition of the INCO terms published by the International Chambers of Commerce, Paris.

Prices shall be quoted strictly as per the price bid format. If the prices are not quoted as per the price bid format, such bids are liable for rejection

All lots and items must be listed and priced separately in the BOQ which is provided by the purchaser. Lots or items not quoted as per the given I BOQ shall be assumed to be included in the bid.

The prices quoted by the bidder shall be firm during the tenure of the contract and not subject to variation on any account.

12. Bid Currencies

The bidder may quote in INR only

13. Documents Establishing Bidder's Eligibility and qualifications

The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if the bid is accepted.

The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

- (a) The bidder meets the qualification criteria listed in bidding documents.
- (b) The Bidder that doesn't manufacture the goods it offers to supply have submitted Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

Conditional tenders shall not be accepted

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

15. Bid Security

The Bidder shall furnish, as part of its bid, a bid security as EMD (Earnest Money Deposit) for an amount as specified in the Invitation for Bids. The Bid Security shall be submitted by the manufacturer or their specifically authorized dealer/bidder along with technical bid.

The bid security shall be in Indian Rupees The bid security shall be paid online as illustrated in NIT.

The bid security shall be payable to the purchaser in case the conditions listed in the ITB clause 15.9 are invoked.

Any bid not secured in accordance with above will be rejected by the Purchaser as non-responsive.

The bid security of unsuccessful bidder will be discharged /returned after complying all tender formalities according to the provisions of Kerala government e-tendering.

The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.

The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) If the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender. Or
- (c) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 15 days from the date of contract/ order. Or
- (d) If the bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity and
 - 1. If the bidder fails to furnish the Performance Security for the due Performance of the contract.
 - 2. Fails or refuses to accept/execute the contract.

16. Period of Validity of Bids

Bids shall remain valid for 270 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

Bid evaluation will be based on the bid prices and additional costs, if any, as specified in the SCC without taking into consideration the above-mentioned extension of the bid validity.

17. Format and Signing of Bid

The bids should be submitted in two parts namely *Part 1* (technical bid along with EMD and other enclosures as asked for) *Part 2*(commercial bid) as specified in the Invitation for Bids as specified by the rules of Kerala SPR.

The Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules (BOQ). The other part shall contain the priced-bid comprising bid form and price- schedules (BOQ). The bids shall be signed with the digital signature of the Bidder.

D. Submission and sealing of Bids

18. Submission, Sealing and Marking of Bids

The bidders may submit their bids only through Offline/Post to "The Director,Indian Institute of Information Technology and Management-Kerala, Technopark Campus Phase 1,Karyavattom, Thiruvananthapuram- 695581"

in sealed envelope scribing PROCUREMENT OF 3D-PRINTERS

Ref No: IIITMK/001(1)/MV/3D PRINTERS/2025-26

E-mail quotations/fax quotations or any other mechanisms will not be accepted and will be summarily rejected.

19. Deadline for Submission of Bids

Bids must be received by the Purchaser via the process of quotation not later than the time and date specified in the tender document.

The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

Late bids will not be accepted or considered.

21. Withdrawal, substitution and Modification of Bids

Withdrawal, substitution and Modification of Bids as per the rules of the Kerala government Store Purchase Rules. Please refer to https://www.iiitmk.ac.in

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

The Purchaser will open all bids one at a time in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening

being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two part system, the financial bid shall be opened after technical evaluation. The bids submitted are opened by the authorized bid openers of the Purchaser at the stipulated bid opening date and time. Only bids that are opened and read out at Bid opening shall be considered further.

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

23. Confidentiality

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

24. Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, 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 prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

25. Preliminary Examination

The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 9 have been provided, and to determine the completeness of each document submitted.

The Purchaser will examine the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The purchaser may discuss the technical bid with the bidders. Those whose technical specification does not reach the threshold level of acceptability will be rejected as technically unsuitable. Only the price bids of those bidders whose technical bids are accepted shall be considered for opening. The price bids will be opened, evaluated and the contract awarded to the lowest evaluated bidder.

26. Responsiveness of Bids

Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in a substantial way, the Purchaser's rights or the Bidder's obligations under the Contract due to inconsistency with the bidding documents; or
- (c) If rectified, would unfairly affect the competitive position of other bidders' presentation of substantially responsive bids.

The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

27. Non-Conformity, Error and Omission

Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid .. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that a bid is substantially responsive and if the Bidder does not accept the correction of errors to the satisfaction of the Purchaser, its Bid shall be disqualified and its Bid Security may be forfeited.

28. Examination of Terms & Conditions, Technical Evaluation

The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the ITB, **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding Documents have been met without any material deviation or reservation. The technical evaluation committee will go through the technical bids and based on the recommendations, the qualified bidders will be selected and intimated by e-mail/SMS.

If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.

29. Price Basis

Price evaluation shall be done on the basis of landed cost at IIITM-K which shall include all applicable taxes, duties, handling charges, freight insurance, transportation charges, training charges and installation & commissioning charges warranty charges and the cost of AMC

30. Evaluation and comparison of bids

The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. Only the technically qualified bids will be opened by the authorized bid openers at the stipulated time and date. The financial bid documents opened one by one, evaluated, signed and then submitted to the committee for financial evaluation purposes. The system will generate a comparative system of the price bids for evaluation by the Purchase committee. The financial evaluation committee will go through the price bids and prepare a comparative statement. Based on the committee recommendations, the results will be intimated to the quoted bidders. The concerned bidders will get intimation by mail on their selection.

To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

The bids shall be evaluated on the following basis which shall be arrived as under:

- (i) The price of the goods quoted inclusive of all Taxes, Installation, Commissioning Training charges, warranty charges, Inland transportation, Insurance and other local services required for delivering the goods at the desired destination of IIITM-K, IIITMK Building, Technopark Campus, Kariavattom. Thiruvananthapuram – 695581, KERALA and the AMC charges
- (ii) As per Govt. of India Notification No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, IIITMK is eligible for GST at concessional rate of 5 percent. Buyer shall provide necessary documents in this regard

31. Contacting the Purchaser

Subject to Clause 24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the is Contract awarded.

Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid

32. Pre-qualification

Only the bids which strictly meet all the pre-qualification criteria as stipulated in SCC shall be considered for further technical evaluation

F. Award of Contract

33 Negotiations

Negotiations, if at all, shall be held with the lowest evaluated responsive bidder only.

34. Award Criteria

Subject to ITB Clause 35 the Purchaser will award the contract to the successful Bidder whose bid has been substantially responsive and has been the lowest overall evaluated bid, provided further that the lowest Bidder is ready to perform the contract satisfactorily. Based on the recommendations of the financial evaluation committee, and necessary approvals, the Purchaser will prepare the award of contract and update it along with contract details.

35. Purchaser's right to accept Any Bid and to reject any or All Bids

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

36. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing or by e- mail that the bid has been accepted by way of a purchase order/contract.

Until a formal contract is prepared and executed, the notification of award should be considered as binding

Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security.

37. Signing of Contract / Order Acceptance

The successful bidder should submit Order acceptance within 7 days from the date of issue of purchase order and submit the signed version of the contract failing which it shall be presumed that the bidder is not interested and his bid security is liable to be forfeited

38. Performance Security

Within 15days of receipt of the notification of Award / Purchase Order / Agreement, the Supplier shall furnish performance security in the form of a Bank Guarantee/Banker's Cheque or Account Payee Demand Draft for an amount as specified in SCC valid till 60 days after the warranty period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security should be equivalent to 5% of the total value of the contract rounded to the nearest rupee. The Performance Security shall be denominated in Indian Rupees The Performance security shall be in one of the following forms:

a) A Bank guarantee issued by a Nationalized/Scheduled bank located in

India

b) A Banker's cheque or Account Payee demand draft in favor of the purchaser.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations

39. Purchaser's right to vary quantities at the time of award

The Purchaser, reserves the right to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions at the time of award of Contract. The purchaser has the right to change +-30% of original quantity. If Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

Representation of any with regard to the tendering process may be mailed to pm2@makervillage@iiitmk.ac.in / ao.makervillage@iiitmk.ac.in

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" mean the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (I) The "Purchaser" means IIITMK, IIITMK Campus, Technopark, Trivandrum 695581.
- (m) "The final destination," where applicable, means IIITMK, IIITMK Campus, Technopark, Trivandrum -695581.

2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

4. Joint Venture, Consortium or Association

The bidder shall be an Original Equipment Manufacturer (OEM) or its authorized Indian agent/dealer. Joint Venture, Consortium or Association shall not be qualified as a bidder

5. Scope of Supply

The Goods and Related Services to be supplied shall be as specified in chapter 7.

6. Suppliers' Responsibilities

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with the Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

7. Contract price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

8. Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

9. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

10. Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

11. Use of Contract Documents and Information

a. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information

furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- b. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- c. Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

12. Patent Indemnity

- a. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - The installation of the Goods by the Supplier or the use of the Goods in India;
 and
 - ii. The sale in any country of the products produced by the Goods.
- b. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13. Performance Security

The supplier shall submit the Performance Security as a guarantee for the performance of the obligations of the suppler to the purchaser under the provisions of the contract agreement

14. Inspections and Tests

- a. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as required for ensuring the compliance of the technical specifications
- b. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- c. The inspections and tests may be conducted on the premises of the Supplier at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

- d. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.
- e. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- f. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- g. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- h. In order to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in the presence of the supplier the consignment could be opened and the insurance claim be lodged, if required, without any loss of time.

15. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.

16. Delivery and Documents

- a. Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in **SCC**.
- b. The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the INCO terms published by the International Chambers of Commerce, Paris.
- c. Delivery Schedule shall be as specified in **the Tender**

17. Insurance

The Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

18. Transportation

In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

19. Incidental Services

The supplier may be required to provide any or all of the services, as discussed during the course of finalizing the contract.

20. Spare Parts

The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, including indicative pricing and delivery timeframes to the 'Final Destination':

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, or that Supplier may recommend to Purchaser, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

21. Warranty

- a. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- c. Unless otherwise specified in the **SCC**, the warranty shall remain valid for the period as specified against each item under Chapter 7, Schedule of Requirements and Specifications and allied Technical Details after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.
- d. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall provide all reasonable opportunity for the Supplier to inspect such defects.
- e. Upon receipt of such notice, the Supplier shall, within a reasonable period of time expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f. If having been notified, the Supplier fails to respond within 48 hours or remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

22. Terms of Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the **SCC**.

Payment shall be made in <u>INR</u>

23. Change Orders and Contract Amendments.

The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

24. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

25. Subcontracts

The Supplier shall notify the Purchaser in writing and obtain necessary permission for all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

25. Extension of time.

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule.

- a. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the parties shall ratify the extension by amendment of the Contract.
- b. Except as provided under the Force Majeure clause of the **GCC**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the **GCC** unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

27. Penalty clause

Subject to **GCC** Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to **GCC** Clause on Termination for Default.

28. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a) The Performance Security is to be forfeited;
- b) The purchaser may procure such terms and in such manner as it deems appropriate or similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c) However, the supplier shall continue to perform the contract to the extent not terminated.

29. Force Majeure

- a. Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 7 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

30. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

31. Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 15 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

32. The courts at Thiruvananthapuram shall have jurisdiction over any dispute regarding this tender

33. Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

34. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in GCC

35. Notices

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36. Taxes and Duties

For goods manufactured within India /outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed.

37. Right to use Defective Goods

If the operation or use of the goods proves to be unsatisfactory, after delivery, acceptance and installation and within the warranty, guarantee period, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

38. Protection against Damage

The system shall not be prone to damage during power failures and trip outs, etc.

39. Site preparation and installation

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of Award / Purchase Order / Agreement.

40. Prebid Conference: A Pre-bid conference will be held on 03.07.2025 at 11.00 am through online. Those who are interested may attend online via googlemeet on Thursday, July 3 · 11:00 – 11:30am; Time zone: Asia/Kolkata; Google Meet joining info

Video call link: https://meet.google.com/urr-qpnt-nfc

Or dial: (US) +1 502-513-4261 PIN: 757 100 811# or send queries via online participated in Prebid may email to purchaseoffice@duk.ac.in on or before 16.12.2024, 3.00 pm. All interested bidders are requested to attend. Modification if any in the Tender document after the Pre-bid Conference will be hosted only on the IIITMK website.

SPECIAL CONDITIONS OF CONTRACT (SCC)

- Warranty: The printers procured shall be guaranteed against all defects, updating to latest software & firmware for a satisfactory performance, as per all the listed features, for a period of 1 years from the date of installation of printers. The Vendor shall attend to and repair or replace the defect/non-performance of the printers detected or reported to the Vendor by Maker Village/IIITMK/end user during the period of warranty, free of any additional cost. However, warranty coverage is exempted for damages of equipment due to natural calamities/physical damage due to mishandling by the end user/any other act of God.
- The bidder shall provide Warranty and ensure after-sales service for next 2 years after the warranty period.
- The bidder shall provide Initial operator training, technical support, Emergency support and breakdown maintenance
- The bidders shall quote for the item mentioned in the BoQ subject to the condition that they meet the specifications for the quoted item, pre-qualification criteria, ITB, SCC and GCC.
- The quantity mentioned in the tender document is indicative. It may get changed depending on the requirement of the indenting department.
- Bidder shall be responsible for commissioning of the item without any additional cost to the Purchaser.
- Acceptance The item shall be considered as acceptable after the satisfactory completion of installation and an acceptance certificate shall be issued subsequently. No extra payment shall be made for the job works
- Items shall be supplied within 30 days from the date of PO at Kerala Technology Innovation Zone, KINFRA Hi Tech Park, Kalamasserry, Kochi, Kerala. The bidder shall clearly mention delivery schedule in the offer.
- The agency shall not engage any sub-contractor or sublet/transfer the contract to any other agency/person in any manner.
- Manufacturer / bidder should have established after sales & service team in India and Kerala.
- The bidder may quote in INR only

- Evaluation and Comparison of Bids: Selection of the bidder will be based on item wise
 evaluation. Bidder shall quote for all items. Partial quotations will summarily get rejected. The
 successful bidder will be selected on the basis of Lowest Financial Quote (L1) against for the
 individual line-item quantity mentioned in the BOQ comparative chart as generated by the
 etender system. Only the technically qualified bids will be considered for financial opening.
- **Payment Terms**: 90% of the Purchase Order value would be made upon the delivery of the printers at site. Remaining 10% would be made after successful installation and commissioning of the printers.
- Any dispute/ differences arising between the parties out of the terms of this contract shall be settled through Indian Arbitration and Conciliation Act 1996. The place of arbitration shall be the place of issue of purchase order.
- The bidder may be asked to demonstrate the performance of the offered device before the technical committee at the purchaser's / bidder's place with respect to the stipulated technical specifications, if required, as part of the technical evaluation.
 - The bidder may be required to make detailed presentations before the duly constituted technical committee as part of providing clarifications/confirmations with respect to various provisions /specifications in the submitted bid.
 - The committee is empowered to reject the bid, without giving any further opportunity and without providing any further clarification, if the performance of the offered device is not meeting the specifications and performance requirement, as evidenced from the evaluation of the technical committee through various means as enumerated above,
- For any delayed supply of device, penalty clause as stipulated in Clause No. 27.1 of GCC shall
 come into force. However, the technical committee may take suitable decisions regarding
 waving off the penalty conditions, if the reasons cited by the bidder for such delay are found
 genuine and reasonable and also it is getting evidenced from the submissions of the bidder
 that the reasons for such delays are due to factors which are beyond the control of the bidder.
 - Only in extremely exceptional circumstances, the purchase committee will evaluate the contributing factors and justification forwarded by the bidder and recommend for extension of the cutoff date for the delivery of the offered device
- In all matters related to the compliance of the bid with respect to the pre-qualification criteria, technical specifications and the special conditions of the contract the recommendations of the technical committee are final and binding to all. The technical committee shall take suitable decisions regarding the acceptance / rejection of deviations, if any, with regard to the pre-qualification criteria, technical specifications and the special conditions of the contract after assessing the impact of such acceptance/ rejection on the envisaged quality of performance of the goods proposed to be supplied. The decisions of the technical committee in this regard are final and binding to all
- The standard accessories/connectors shall be provided with the device and no extra payment shall be made for the same
- Micro, Small & Medium Enterprises (MSME) registered with the National Small Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by

the Corporation and startup with DPIIT registration may be exempted from the payment of Earnest Money Deposit (EMD).

- If there is any conflict among the clauses stipulated in ITB, GCC and SCC, the clauses mentioned in SCC shall supersede the provisions of the clauses in other sections
 - For notices, the Purchaser's

address is The Director,
Indian Institute of Information Technology & Management – Kerala
IIITMK Building, Technopark Phase I, Technopark
Campus, Karyavattom, Thiruvananthapuram,
Kerala 695581 Telephone + Ph: + 91 9496468406
e-mail: pm2.makervillage@iitmk.ac.in

CHAPTER 3 - PRICE SCHEDULE

The BOQ document shall be considered the same as the 'Price Schedule'

SI. No.	Description of Item	Qty
1	High Speed Draft Quality	2
2	High Speed High Quality	2
3	High Speed Multimaterial/Multicolor	1
4	Large Format Printer	1

- Selection of the bidder will be based on overall evaluation. Bidder shall quote for all items.
- Partial quotations will summarily get rejected.
- The successful bidder will be selected on the basis of Lowest Financial Quote (L1) on the overall BOQ.
- Only the technically qualified bids will be considered for financial opening.

CHAPTER 4 - ELIGIBILITY CRITERIA

SI. No.	Eligibility Criteria	Document to be submitted
1.	The specifications are basic essence of the product. It must be ensured that the offers must be strictly as per tendered specifications. At the same time, it must be kept in mind that merely copying the specifications in the quotation shall not make the parties eligible for consideration for techno-commercial evaluation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be rejected without giving an opportunity for clarification to the bidder.	Necessary documents for verifications of the same shall be submitted along with the bid
2.	Bidder must be a legal entity, must be incorporated and registered in India under the Indian Companies Act 2013/LLP under LLP act 2008/Partnership Firms/ Proprietors Registered under GST and should have been in operation in India for minimum of three years.	Copy of Certificate of Incorporation/registration and GST registration certificate
3.	Startup & MSME relaxations-Govt directions/ circulars will be followed	Necessary documents for verifications of the same shall be submitted along with the bid
4.	The bidder must be an Original Equipment Manufacturer (OEM) or authorized distributor/supplier having a direct purchase and support agreement with the OEM.	Enclose Manufacturing Authorization letter from OEM, In case the bidder is a dealer or a distributor a valid letter of authorization from the OEM shall be submitted along with the bid.

5.	The bidder should have an average annual turnover of at least INR 16 lakhs during the last 3 financial years I,e, 2021-22, 2022-23, 2023-24.	The bidder should submit the audited balance sheet for the last 3 financial years to validate this requirement
6.	The firm must have executed similar purchase orders of value specified herein in the over last 3 years including the current FY (Firm shall submit copy of Purchase order) (a) One Purchase order of similar nature not less than value of ₹ 6 lakhs. or (b) Two purchase orders of similar nature not less than the amount of ₹ 3 lakhs each	submit copy of Purchase order
7.	The firm must not have been subject to any declarations of ineligibility, bans, or blacklisting by any State or Central Government, or other Government Institutions in India, as of the last date for submission of the proposal/RFP response or convicted of economic offenses in India as of the last date of bid submission.	Self-declaration in company letter head signed by authorised signatory
8.	Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support	Documentary proof for the same should be submitted
10.	The OEM from a country which shares a land border with India will be eligible only if they are registered with the competent authority as per Govt. of India order, issued by Ministry of Finance vide No.F.No.6/18/2019-PPD dated 23/07/2020	Copy of document of registration with DPIIT, Govt. of India
11.	As part of MII Policy of GoI, declaration from OEM for min 20% Local content in the product delivered	Declaration from OEM
12	Compliance with reference to Technical Specification Mentioned	Technical Compliance Statement

Chapter 5

Other standard forms

Table of Contents

Name

Contract Form
Manufacturers' Authorization Form
Performance Statement Form
Deviation Statement Form
Compliance Statement
Service Support Detail Form
Bid Form
Performance Security Form
Acceptance Certificate Form
Annual Turn Over Certificate

Annexure 1

Contract form Note: To be submitted after award of contract.

Contract No.	Date:
THIS CONTRACT AGREEMENT is made	
the [insert:number] day of [insert:mont	th], [insert: vear].

BETWEEN

- 1. The Indian Institute of Information Technology Management Kerala is represented by The Director, IIITMK, IIITMK Campus Technopark,, Trivandrum -695581, (Kerala), India.(hereinafter called "the Purchaser"), and
- 2. [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum mentioned in the Price Bid (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) Pre-Qualification Requirements
- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of IIITMK

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official]

witness1

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official

witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

(To be executed after award of purchase order)

Annexure 2 MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids]

To: The Director, IIITMK, Technopark Campus, Karyavattom, PO, Trivandum

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Annexure 3 PERFORMANCE STATEMENT FORM

(For a period of last 3 years)

Name of the	Firm
-------------	------

Order Placed by (full address of Purchase r)	Order No. and date	Descripti on and quantity of ordered equipme nt	Value of order	Date of completion of delivery as per contract	Date of actual completi on of delivery	Remarks indicating reasons for late delivery, if any	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Annexure 4 <u>DEVIATION STATEMENT FORM</u>

The following are the particulars of deviations from the requirements of the tender specifications: $\frac{1}{2} \int_{\mathbb{R}^{n}} \frac{1}{2} \int_{$

	CLAUSE	DEVIATION	REMARKS
			(INCLUDING
			JUSTIFICATION)
Place:			-
Data			
Date:			
Signature	and seal of the Man	ufacturer/Bidder	
NOTE:			
1)	Where there is no endorsement indic	deviation, the statement stating "No Deviations".	should be returned duly signed with an

Annexure 5 SERVICE SUPPORT DETAIL FORM

SI no	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos. , Fax Nos. and e mail address

BID FORM

[To be submitted in letter head of the supplier]

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids] Invitation for Bid No.: [insert No of IFB]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodology for their application are:
- **Discounts.** If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 for the due performance of the Contract;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
(If none has been paid or is	s to be paid, indicate "n	one.")	

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (I) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert con	mplete name of person sig	gning the Bid Submission For	m]
Duly authorized t	o sign the bid for and on b	pehalf of: [insert complete na	ame of Bidder]
Dated on	day of	,[inse	rt date of signing]

PERFORMANCE SECURITY FORM

Note: To be submitted after award of contract.

То
(Name of Purchaser)
WHEREAS
(name and address of the supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract Nodatedto supply (description of goods and services) (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until theday of,20
(Signature of the authorized officer of the Bank)
Name and designation of the Officer
Seal, name & address of the Bank and address of the Branch.

ACCEPTANCE CERTIFICATE FORM Note: To be submitted after award of contract.

No				Dated:	
	M/s				
	Sub: Certi		missioning of equip	ment (Computer/Server, etc.)	
1.	condition a	along with all		etailed below has/have been received in special accessories (subject to remarks in nissioned.	
(a	a) Contra	ct No		Date	
(t) Descrip	otion of the eq	ղuipment		
(c (e (f (c (r (i	d) Sched e) Actua) Sched g) Actua n) Penalty	uled date of d I date of recei uled date for I date of comp / for late deliv	delivery of the cons pt of consignment completion of insta pletion of installatio very(at Lab./Instts.	by the Lab./Instts by the Lab./Instts illation/commissioning n/commissioning level)Rs stts. level Rs	
2.	Details of a		ems not yet supplie Amount to be red	ed and recoveries to be made on that acco	unt:
3.			been done to our his contractual ob	entire satisfaction. ligations satisfactorily or	
	The suppli	er has failed t	o fulfill his contract	tual obligations with regard to the followin	ıg:
	(b)				
4.	The amou obligations	nt of recovers is as indicate	ry on account of fa ed at Sr. No. 3.	ailure of the supplier to meet his contra	ctual
F	or Supplier			For Purchaser (Indentor / End User)	
	Signature.			Signature	
	Name			Name	
	Designatio	n		Designation	
	Name of tl	ne firm		Name of the Lab./Instt	
	Date			Date	
(To	be execut	ed after award	d of purchase order	·)	

Annexure 8 ANNUAL TURN OVER STATEMENT

I hereby certify that I	M/s							(Name &
address 								
No			dated			of III	TMK is	having
the	(1	.t. 2	4h4-4.			٠	L	
following annual turn	over (las	st 3 years) and	tne state	ement is tru	e and	correc	τ.	
							_	
	SI No	Year		Turnover (Rs)	in	Lakhs		
	1	2021-22						
	2	2022-23						
	3	2023-24						
		Total						
	1	ge turnove	r per					
	annun	າ (Rs.)						
Date:								
			Sig	nature of A	udito	r/Chart	ered A	ccountant
Chartered Accountan	t/Auditoı	(Name in Cap	oital) :					
N. 6.6								
Name of firm:								
Reg. No. :					Seal:			
					Jean.			

Format of Technical bid including Organizational capability

General Information of the BIDDER

1	Name of BIDDER	
2	Address	
3	Telephone Number	
4	Fax Number	
5	Email	
6	Web Site	
7	Legal status	
	a Government/ Public Sector Undertaking	
	a propriety firm	
	a partnership firm (if yes, give partnership deed)	
	a limited company or limited corporation	
	a member of a group of companies (if yes, give name	
	and	
	address, and description of other companies) a subsidiary of a large corporation (if yes give the name	
	and address of the parent organization) If the company is	
	subsidiary, state what involvement if any, will the parent	
	Company has in the project.	
8	Is the firm a registered company? If yes, submit	
	Documentary proof. Date of Establishment	
9	Correspondence Address	
	Name	
	Address	
	E-mail	
	Phone	
	fax	
40		
10	Is the firm registered with sales tax department? If yes,	
11	submit valid sales tax registration certificate. Is the firm registered for service tax with Central Excise	
11	Department (Service Tax Cell)? If yes, submit valid	
	service tax registration certificate.	
12	Is the firm registered under Labor Laws Contract Act? If	
	yes, submit valid registration certificate.	
13	Number of years of experience in the relevant field	
	, ,	
14	Number of Offices / Project Locations	
15	Do you have a local representation /office in Ernakulam,	
	Kerala? If so, please give the address and the details of	
	staff, infrastructure etc in the office and no. of years of	
	operation of the local office	

Internal

16	List the major clients with whom your organization has been/ is currently associated.	
17	Date of Commencement of Indian operation of the proposed product's OEM. Documentary proof to be provided.	
18	Whether the OEM is ISO 9001:2008 and ISO 14001:2004 Certified. Documentary proof to be provided.	

Signature of Bidder Seal of Bidder

Annexure I: Checklist for Submission

(This should be enclosed with technical bid)

Ref: Tender No:	
Tender Title:	

SI. No	Document	Submission Status (Y/N)
1	Copy of Company/Firm registration certificate	
2	General Information of Bidder	
2	Copy of PAN card	
3	Copy of GST certificate	
4	Annexure II: Declaration for acceptance of terms and conditions	
5	Annexure III: Blacklisting Declaration	
6	Annexure IV: Escalation Matrix	
7	Technical Proposal duly sealed and signed by the authorised signatory. This should include: - Company profile - Work Order/Contract copy of consultancy contract of similar nature as mentioned in the eligibility criteria 4. - Copies of last 3 years audited financial statements - MAF - Laborder clause - Compliance with reference to Technical spec - Make in India Min.20% Local Content Declaration fom OEM	

Yours faithfully

(Signature of the Bidder)

Name	
Designation, Seal	Date:

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Annexure II: Declaration for Acceptance of Terms and Conditions(In company letter head)

То			
The Director, Indian Inst	titute of Information		
Technology and Manag	ement Kerala,		
Technopark Campus, K	aryavattom Po,		
Trivandrum Kerala – 695581			
Ref: Tender No:			
Tender Title:			
document. I declare th	nat all the provisions of this	itions as mentioned in the above-referred tender document are acceptable to my company and am, therefore, competen	ompany.
(Signature of the Bidde Name Designation, Seal	er)	Date:	

Annexure III: Blacklisting Declaration

То			
The Director, Indian Inst	titute of Information		
Technology and Manag	jement Kerala,		
Technopark Campus, K	aryavattom Po,		
Trivandrum Kerala – 695581			
Ref: Tender No:			
Tender Title:			
Sir,			
I've carefully gone thre	ough the Terms & Condition	ns contained in the above referred tender.	I hereby
declare that my com	pany/ firm is not currently	debarred/ blacklisted by any Government	nt/ Sem
_		abroad. I further certify that I'm competent	officer ir
my company/ firm to m	nake this declaration.		
Yours faithfully,			
(0)			
(Signature of the Bidde	er)		
Name		Date:	
Designation, Seal		Dale.	

CHAPTER 6: TECHNICAL SPECIFICATIONS FOR HIGH-SPEED FDM 3D PRINTER

Specification Category	Requirement
1. Printing Technology	- Type: Fused Deposition Modeling (FDM)
2. Build Volume	 Minimum Build Volume: Min.250 x 250 x 250 mm for High speed draft quality Preferred Build Volume: Min300 x 300 x 300 mm for High speed High quality Preferred build volume: Min.500 x 500 x 500 mm for large format Printer Preferred Build Volume: Min300 x 300 x 300 mm for High Speed Multimaterial/ Color support
3. Print Speed	- Maximum Printing Speed: Up to 500 mm/s or higher for high-speed printing modes & Min 250mm/s for large format Printer
4. Extruder and Hotend	 Filament Diameter: 1.75 mm Nozzle Sizes: Standard 0.4 mm, with support for interchangeable nozzles Maximum Extruder Temperature: 300°C or above;
5. Build Platform	 Type: Heated bed with uniform heat distribution Maximum Bed Temperature: 100°C Surface: Removable and flexible build plate (e.g., PEI-coated) for easy print removal Bed Levelling: Automatic bed levelling and calibration system required
6. Enclosure	Design: Fully enclosed build chamber for temperature stability and safety excluding large format Material Compatibility: Suitable for printing with temperature-sensitive materials like ABS and PETG
7. Material Compatibility	- Filaments Supported: PLA, ABS, PETG, TPU, and other standard thermoplastics - High-Temperature Materials: Capability to print with materials requiring higher nozzle temperatures (optional) - Multi-Material Printing: Optional multi-material or multi-color printing capability (e.g., through an Automatic Material System)

8. Motion System	- Type: CoreXY /Cartesian or equivalent high-speed motion system - Components: Precision linear rails or rods for accurate and smooth movement
9. Sensors and Safety Features	 Filament Run-Out Detection: Must detect when filament is depleted and pause the print Power Loss Recovery: Ability to resume printing after power outages without loss of progress Thermal Runaway Protection: Safety feature to prevent overheating of the extruder and heated bed
10. User Interface	- Display: Color touchscreen interface - User Experience: Intuitive UI with support for multiple languages
11. Connectivity	- Wireless: Wi-Fi enabled for remote monitoring and control via mobile or desktop applications - Wired: USB /Ethernet connections for direct communication - Remote Management: Ability to manage prints remotely
12. Monitoring	- Integrated Camera for high speed printers; Real-time monitoring of prints, accessible remotely
13. Software Compatibility	- Slicer Software: Compatible with common slicing software (e.g., Cura, PrusaSlicer, Orca) and any manufacturer-provided software
14. Structural Design	- Frame: Robust metal construction to minimize vibrations and enhance print quality - Aesthetics: Professional design suitable for various environments, including offices and workshops
15. Environmental Requirements	Operating Temperature: Suitable for standard office or workshop environments Noise Level: Low noise operation preferred;
16. Warranty and Support	- Warranty: Minimum of 1-year manufacturer warranty covering parts and labour - Customer Support: Access to technical support, firmware updates, and service centers
17. Certifications	- Safety and Compliance: Compliance with relevant safety and quality standards

18. Accessories and Consumables	 Included Accessories: Necessary tools, spare nozzles, and maintenance kits Consumables: Starter pack of filament (optional) 	
19. Documentation	 - User Manual: Comprehensive guide in English (and other required languages) - Software Documentation: Instructions and tutorials for any proprietary software 	
20. Additional Features (Optional but Preferred)	- Al-Assisted Functions: Features like print failure detection and automated calibration - Lighting: Internal LED lights for illuminating the build area - Air Filtration: HEPA or carbon filters to reduce emissions and odors during printing	

COMPLIANCE STATEMENT

(to be submitted in letter head)

Specification Category	Requirement	Compliant(Yes/ No)
1. Printing Technology	- Type: Fused Deposition Modeling (FDM)	
2. Build Volume	 Minimum Build Volume: Min.250 x 250 x 250 mm for High speed draft quality Preferred Build Volume: Min300 x 300 x 300 mm for High speed High quality Preferred build volume: Min.500 x 500 x 500 mm for large format Printer Preferred Build Volume: Min300 x 300 x 300 mm for High Speed Multimaterial/ Color support 	
3. Print Speed	- Maximum Printing Speed: Up to 500 mm/s or higher for high- speed printing modes & Min 250mm/s for large format Printer	
4. Extruder and Hotend	- Filament Diameter: 1.75 mm - Nozzle Sizes: Standard 0.4 mm, with support for interchangeable nozzles - Maximum Extruder Temperature: 300°C or above;	
5. Build Platform	- Type: Heated bed with uniform heat distribution - Maximum Bed Temperature: 100°C - Surface: Removable and flexible build plate (e.g., PElcoated) for easy print removal - Bed Levelling: Automatic bed levelling and calibration system required	

6. Enclosure	- Design: Fully enclosed build chamber for temperature stability and safety excluding large format - Material Compatibility: Suitable for printing with temperature- sensitive materials like ABS and PETG	
7. Material Compatibility	- Filaments Supported: PLA, ABS, PETG, TPU, and other standard thermoplastics - High-Temperature Materials: Capability to print with materials requiring higher nozzle temperatures (optional) - Multi-Material Printing: Optional multi-material or multi-color printing capability (e.g., through an Automatic Material System)	
8. Motion System	 Type: CoreXY /Cartesian or equivalent high-speed motion system Components: Precision linear rails or rods for accurate and smooth movement 	
9. Sensors and Safety Features	- Filament Run-Out Detection: Must detect when filament is depleted and pause the print - Power Loss Recovery: Ability to resume printing after power outages without loss of progress - Thermal Runaway Protection: Safety feature to prevent overheating of the extruder and heated bed	
10. User Interface	Display: Color touchscreen interface User Experience: Intuitive UI with support for multiple languages	

	1	
11. Connectivity	 - Wireless: Wi-Fi enabled for remote monitoring and control via mobile or desktop applications - Wired: USB /Ethernet connections for direct communication - Remote Management: Ability to manage prints remotely 	
12. Monitoring	- Integrated Camera for high speed printers; Real-time monitoring of prints, accessible remotely	
13. Software Compatibility	- Slicer Software: Compatible with common slicing software (e.g., Cura, PrusaSlicer, Orca) and any manufacturer-provided software	
14. Structural Design	- Frame: Robust metal construction to minimize vibrations and enhance print quality - Aesthetics: Professional design suitable for various environments, including offices and workshops	
15. Environmental Requirements	- Operating Temperature: Suitable for standard office or workshop environments - Noise Level: Low noise operation preferred;	
16. Warranty and Support	- Warranty: Minimum of 1-year manufacturer warranty covering parts and labour - Customer Support: Access to technical support, firmware updates, and service centers	
17. Certifications	- Safety and Compliance: Compliance with relevant safety and quality standards	
18. Accessories and Consumables	- Included Accessories: Necessary tools, spare	

	nozzles, and maintenance kits - Consumables: Starter pack of filament (optional)	
19. Documentation	- User Manual: Comprehensive guide in English (and other required languages) - Software Documentation: Instructions and tutorials for any proprietary software	
20. Additional Features (Optional but Preferred)	- Al-Assisted Functions: Features like print failure detection and automated calibration - Lighting: Internal LED lights for illuminating the build area - Air Filtration: HEPA or carbon filters to reduce emissions and odors during printing	

PRICE BID(BOQ) (to be submitted in separate sealed envelope in letter head)

The Director,
Indian Institute of Information Technology and Management- Kerala,
Technopark Campus, Karyvattom,
Trivandrum

Sub: Price Bid for supply of FDM Printers

Ref: IIITMK/001(1)/MV/3D PRINTERS/2025-26

With reference to the tender Ref above, we hereby quote our least bid for the line of items as below-

SI. No.	Description of Item	HSN Code	Qty	GST%	Unit Rate (₹)	Total Amount (₹)
1	High Speed Draft Quality		2			
2	High Speed High Quality		2			
	High Speed Multimaterial/Multicolor		1			
4	Large Format Printer		1			
	Total					
	Tax Amount					
	Grand Total Inclusive of Tax					

Submitted by:	
Name:	
Designation:	
Company Name: _	
Contact No.:	
Date:	
Seal & Signature	