



## **AI Engineering Services Limited**

**NTA, NSCBI Airport, Kolkata-700052**

Tender No.: KOL-PUR/AIESL/NS/168-26

Date: 11/04/2026

### **Tender for procurement of HP makes and models of printers for AI Engineering Services Ltd., Kolkata**

The Tender document consists of the following:

<b>DESCRIPTION</b>	<b>ANNEXURE</b>	<b>Page Number</b>
SCOPE OF SUPPLY	Annexure-I	13-14
TECHNICAL-BID FORM	Annexure-II	15-17
NON-DISCLOSURE AGREEMENT FROM THE BIDDER	Annexure-III	18
BID SECURITY DECLARATION FORM	Annexure-IV	19
PROFORMA FOR PRICE BID	Annexure-V	20

## DISCLAIMER

- a) The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/Bidders in any form by AI Engineering Service Limited (hereinafter referred to as AIESL) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the Tender.
- b) The purpose of this Tender is to provide all Bidders with the information that may be useful to them in the formulation of their proposals/Bids (hereinafter referred to as “Bids”) in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain exhaustive / all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their Bids.
- c) Each Bidder should conduct its own due diligence, investigations & analyses and should check the accuracy, adequacy, correctness, reliability & completeness of the assumption, assessment & information contained in this Tender and shall obtain independent advice from appropriate sources, at no cost to AIESL.
- d) The information provided in this Tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- e) AIESL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant / Bidder upon the statements contained in this Tender.
- f) AIESL in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the close date of the Tender.
- g) The Tender does not imply that AIESL is bound to select a Bidder or to appoint the Successful Bidder and AIESL reserves the right to reject all or any of the Bids or annul the tender process, without assigning any reason whatsoever at any time or abandon the procurement of Equipment(s) and Services.
- h) The Bidder shall bear all its costs associated with or relating to the preparation & submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL, or any other costs incurred in connection with or relating to in Bids. All such costs and expenses shall remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

## NOTICE INVITING TENDER (NIT)

### Bid Details Summary

SN	PARTICULARS	DETAILS
01.	Name of the Work	<b>Tender for procurement of HP makes and models of printers for AI Engineering Services Ltd., Kolkata</b>
02.	Estimated Cost	Rs. 5,54,628.00
03.	Earnest Money Deposit	Rs.11,092.00
04.	Performance Guarantee /Security Deposit	5% of Contract Value
05.	Availability of bidding documents	Can be downloaded from <a href="http://www.aiesl.in">www.aiesl.in</a> and available in GeM portal.
06.	Tender document Fee	NIL
07.	Last date, Time and place for receipt of bids	As per GeM notifications. Bids will be accepted through GeM portal only.
08.	Validity of the Offer	One Hundred Eighty (180) days from the last date of submission of Bid.

#### 1. Introduction:

AI Engineering Service Limited (AIESL) invites Bids, under Two Packets Bid System through GeM Portal i.e. **Technical Bid** and **Financial/price Bid**, from recognized and registered Firm / Company engaged in the field of supplying Printers and related products fulfilling the eligibility criteria as detailed in the Tender.

The entire Tender document is to be downloaded from GeM portal and AIESL website also on free of charge basis.

#### 2. The Tender

- a) Bidders must read the complete '**Tender Document**'. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.
- b) Availability of the Tender Document: The Tender Document shall be published in the Government E-Marketplace (GeM) Portal of Govt. of India. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in GeM Portal.
- c) Clarifications: The Prospective Bidders requiring any clarification regarding the Tender document may do so using GeM Portal. Also, please feel free to contact to mail ids : [tirthankar.m@aiesl.in](mailto:tirthankar.m@aiesl.in)

#### 3. Submission of Bids:

- i. Bids must be uploaded by the Bidders on GeM portal till the deadline for submission mentioned on GeM Portal. Bidders must comply with the conditions of the GeM Portal,

including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

- ii. Bidder must submit the bid complete in all respect, in the absence of which bid may be rejected. Hard copy of the Tender documents shall not be accepted.
- iii. Bid should be submitted duly filled in the prescribed form, signed and stamped.

#### **4. Bid Opening**

Bids received shall be opened online at the specified date and time mentioned in GeM portal.

#### **5. INSTRUCTIONS TO BIDDERS**

Annexures / Forms (To be filled, signed, and uploaded by Bidders): Please relate the following Annexures / forms to the corresponding Sections:

- I. SCOPE OF SUPPLY
- II. TECHNICAL-BID FORM
- III. NON-DISCLOSURE AGREEMENT FROM THE BIDDER
- IV. BID SECURITY DECLARATION FORM
- V. PRICE-BID FORM

#### **6. Purchase Preference Policies of the Government**

AIESL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a. Bidders from Micro and/ or Small Enterprises (**MSEs**) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- b. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications. Start-up bidders must be registered under the Department for Promotion of Industry and Internal Trade (DPIIT).
- c. Purchase preference to make in India would be provided in line with the Letter no. P45221/2/2017-PP (BE-II), dated 16th September 2020, issued by Public Procurement Division, Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce, GOI as amended from time to time.

#### **7. Price Bid (Annexure V)**

- 1) Bidders are to quote value of each line item on GeM portal in Price Bid uploaded by AIESL. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.
- 2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
- 3) The quoted price shall be considered to include all relevant financial implications.
- 4) While quoting/filling up the Price Bids, the Bidder should take into consideration the following factors:
  - a. The rate and amount quoted by the bidder shall be given in figures as well as in words. The language for filling the bid Documents shall be English. The amount for each item (wherever required) shall be marked out with the requisite total.
  - b. When there is a difference between the rates in figures and in words, the rates given in words shall be taken as correct.

- c. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- d. All rates shall be quoted in the tender format only. In case of figures the word Rupees (Rs) shall be written as prefix and word Paise (p) should be written in suffix, e.g.Rs.2.15p

**8. Downloading the Tender Document; Corrigenda and Clarifications**

**a. Downloading the Tender Document:**

The Tender Document shall be published and be available for download as mentioned in GeM Portal. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

**b. Corrigenda/ Addenda to Tender Document :**

Before the deadline for submitting bids, the AIESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same Page manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda / addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the GeM Portal and AIESL website for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the AIESL may suitably extend the deadline for the bid submission, as necessary. After the AIESL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

**c. Clarification on the Tender Document:**

A Bidder may seek clarification of the Tender Document through GeM Portal, provided the clarifications are raised at least 72 hours prior to submission of bid. The response to the clarifications (If any) shall be shared on the GeM portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by the AIESL by issuing an Addendum/ Corrigendum.

**9. Rejection of Bids (Technical-Bid & Price-Bid):**

The Technical & Price-Bids received in response to this Tender will be rejected, without evaluation, on the following grounds:

- a) Either the Technical-Bid or the Price-Bid or both have been received by email.
- b) Either the Technical-Bid or the Price-Bid or both have been received unsigned / incomplete.
- c) Either the Technical-Bid or the Price-Bid or both have not been received.
- d) Price Bid received alongwith Technical Bid.
- e) If the price bid is attached with the technical bid or if any type of price quote has been given in the technical bid.
- f) Tenders, not accompanying required information and documents are liable to be

rejected. Any request for subsequent submission of any information / documents may not be entertained. However, AIESL can ask for information / documentation from the Bidders.

- g) Conditional Bids (Technical / Price-Bid) would not be accepted and shall be rejected.
- h) Bids not filled in the manner and as per formats, shall be rejected.
- i) Bids not fulfilling the Eligibility criteria as specified in the Tender shall be rejected during technical evaluation.
- j) In case both the Tender Forms, i.e. Technical Bid & Price Bid of only technically qualified Bidders are not received in required format.
- k) If the Bids are submitted in different names.
- l) Ineligible Bids shall not be entertained, and the decision of AIESL in this regard would be final. No correspondence in the regard will be entertained.
- m) If EMD not submitted (if applicable).

## **10. Evaluation of Bids:**

### **a. Technical-Bids:**

The Technical-Bids would be opened first & evaluated for compliance of 'Eligibility Criteria' as specified in the Tender.

Technical-Bid prepared by the Bidder, shall contain all requisite information along with self-attested supporting documents to be uploaded as per details given in the **Annexure III** Technical-Bid.

The Technical-Bids shall be evaluated on the basis of details and documents provided by the Bidders in support of Eligibility Criteria and Technical Bid, Annexure-III.

### **b. Price-Bids:**

**Price bid should be uploaded separately in GeM portal as per Two packets bid system.**

"Price Bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid Proforma.

The Price-Bids of only technically suitable Bidders, who qualify the 'Eligibility Criteria' of the Tender, would be opened on a later date. Intimation shall be sent to technically disqualified Bidders as per GeM.

All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Price-Bid.

Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.

### **c. Bid Validity**

1. Price Offered by the Bidder should be valid for **180** days from the date of opening of the Technical Bid for consideration of AIESL.

2. A bid valid for a shorter period shall be rejected as non-responsive.

**d.** If required, before the expiry of the original time limit, the AIESL may request the bidders to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically or as per GeM portal.

- A bidder may agree to or reject the request. A bidder who has agreed to the AIESL's request for extension of bid validity, in no case, shall be permitted to modify his bid.
- e. It will be imperative for each Tenderer to fully acquaint himself with the local conditions and factors, which may have an effect on the execution of the Contract and/or the cost and submit bid accordingly.
  - f. During the process of the evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Bids.
  - g. **Extension of closing date / due date / time of Tender:**  
The date / time for submission of Bids and opening of Technical-Bids, may be extended at any time, at the sole discretion of AIESL.

#### 11. Earnest Money Deposit (EMD)

- (a) The bidders shall deposit along with the technical bid, an Earnest money of Rs.11,092.00 (Rupees Eleven Thousand Ninety Two only) through payment gateway method to the AIESL's bank account, details mentioned below and upload the proof of deposit along with the technical bid. The Earnest money deposit will be refunded to the Bidders, whose offers have not been accepted. Earnest Money Deposit of the successful Bidders, whose offer is accepted, will be kept until the time, the Bank Guarantee/ Security Deposit is not received. EMD will be returned without interest.

Process to follow for submission of Earnest Money Deposit as below:

1. Visit AIESL website [www.aiesl.in](http://www.aiesl.in)
  2. Choose "**Payment**" option at the below of the site screen
  3. Choose "**Vendor**" option
  4. Fill up relevant compulsory fields to proceed further for requisite EMD amount payment.
  5. Take screen shot/print out after successful payment made.
- (b) Tenders without the EMD shall be rejected.
  - (c) In case a bidder withdraws his bid during the process of evaluation of tender, or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.
  - (d) EMD of the bidders, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.
  - (e) EMD in respect of the successful bidder can be adjusted against Security Deposit/ Performance Bank Guarantee.
  - (f) **Exemption from submission of Earnest Money Deposit (EMD):**  
As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.02119 (E) dated 26<sup>th</sup> June, 2020 an enterprise registered with any other organization under the ministry of MSME shall registered itself under Udyam Registration with effect from 01.07.2020, The **MSEs** registered under Udyam Registration/NSIC under single point registration scheme/ Public Sector Unit/ Central/State Government Undertakings/ Handicraft Boards, Khadi Village and Cottage Industries/ Social Welfare Organizations/Handicraft and Blind Associations/ Units registered with the Central Purchase Organizations (e.g. DGS&D) and Start-ups recognized by **DPIIT** are exempted from payment of Earnest Money Deposit (EMD). The valid MSME/Udyam Certificate or Start-up India certificate that is to be submitted by the vendor shall be of relevant current period, comprising of such similar nature of business as mentioned in Bid document.

- (g) **Price Preference:**

MSME/MII units registered with the NSIC and having Udyam certificate under its single point Registration scheme or with Director General of Supply and Disposal(DGS&D) quoting a price within the band L1 + 15 % may be awarded to

supply up to 25% (Twenty-Five per cent) of the total Tendered Value, subject to the condition that, the MSME/MII are the manufacturer of HP Printers and shall supply the required quantity of HP Printers for AIESL by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSME.

**(h) Validity to avail Exemption / preferences shall be available only if:**

- 1) The MSEs registered or Start-ups recognized by DPIIT for the particular trade / item, for which the Tender is relevant, would be eligible for exemption/preference. However, the decision of AIESL on exemption/preference will be final and unchallenged.
- 2) The registration certificate issued under (DPIIT) or Udyam Registration must be valid as on close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- 3) The MSEs/ Start-up bidders who have applied for registration or renewal of registration under Udyam Registration/ (DPIIT) but have not obtained the valid certificate as on close date of the Tender, are not eligible for exemption / preference.

## **12. GENERAL TERMS AND CONDITIONS (GTC)**

- a. 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- b. The "Bidder /"Supplier" or "Party", as used in the Tender document, shall mean the one who has signed the tender form and submitted the quotation in response to our tender / Bid notice.
- c. The "Successful bidder" as used in the Tender / Bid Document shall mean the one who has been declared as: a) L1 Bidder, b) Whose bid is under consideration for award of Letter of Intent (LOI), c) Received Letter of Intent and d) Awarded Contract/Purchase Order / work order for commencement / execution of services or supply of product.
- d. It is further clarified that any individual signing the bid or other documents in connection with the tender / Bidding process must certify whether he signs as:
  - i) A "Sole Proprietor" of the Company or constituted attorney of such sole proprietor.
  - ii) A partner of the Firm, if it is a partnership, must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the bid should be signed by all the Partners.
  - iii) Constituted attorney of the organization, if it is a Company.
  - iv) Authorized signatory of the Company.
- e. Bidder should not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, AIESL shall be final and binding.
- f. The Tender and resultant Contract is CONFIDENTIAL and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the Bidder regarding confidential process of the Tender may result in the rejection of their Bid / Contract.
- g. Proprietorship Firm/Partnership Firm /Company under same management cannot submit more than one bid. Violation of this condition will result in rejection of the bid.
- h. Bidders are advised to study the tender/bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender/

bid document with full understanding of its implications.

- i. If deemed necessary, AIESL may seek clarifications on any aspect related to the Tender from the Bidder through GeM. AIESL reserves the right, at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Technical Bids. During the process of the evaluation of Technical Bids, no queries shall be entertained from the bidders with regard to the status of the evaluation.
- j. AIESL reserves the right to accept or reject any/all Bids, annul the Tender / Bid process and reject all Bids at any time, prior to the award of Contract, without incurring any liability or without any obligation to inform the Bidder(s) of the grounds for its action.
- k. In case, after selection of L1 bidder and generation of contract through GeM if it is found at any stage, that, the information provided by the bidder is/are not true, the Agreement/Contract shall be cancelled.
- l. In case Lowest Bidder, i.e. L1 bidder backs out either before issue of Contract / Letter of Intent (LOI) or subsequent to its issue, the L1 bidder will be debarred from participating in all the future AIESL tenders for a minimum period of 03 (Three) years. In addition, its Security Deposit would also be forfeited.

### **13. Sub-Contracting:**

- i. The Service Provider shall not sub-Contract the work or any part thereof, to any other person, concern, firm or company.
- ii. Sub-Contracting may lead to termination of the Contract with immediate effect without any liability on AIESL and also without prejudice to any other rights which AIESL may have against the Service Provider under the Contract.

### **14. Applicable Rates & Validity:**

Rates to be quoted must be in INR as per the **Price Bid format-V** only. The rate quoted should be inclusive of cost of each type printer, all applicable taxes & levies (except applicable GST), related delivery charges at AIESL site, installation and commissioning charges and all other incidental / other charges pertaining to rendering such supply. Applicable GST has to be mentioned separately and the same will be paid by AIESL as per prevalent rules.

Any deviation in format OR if rates quoted are conditional, the same shall be outrightly rejected.

It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Tenderers are advised at their interest to submit their best quotes in response to this Tender. "AIESL", however, reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.

### **15. Payment Terms:**

- a. No advance payment shall be admissible in any case. The successful bidder shall submit GST Invoices for supplied printers to the Office of Sr. AGM-IT, AIESL, NTA, NSCBI Airport, Kolkata, along with all supporting documents for their scrutiny and verification and onwards forward to the Office of Executive-Finance, AIESL, Kolkata, duly signed and stamped by the authorized Officials of Sr. AGM-IT, AIESL. AIESL shall pay bills by an ECS / NEFT / RTGS clearance within **30** days of submission of the undisputed Bills endorsed by the IT department after satisfactory supply, installation, commissioning, testing and acceptance of all printers.  
AIESL shall pay bills by an ECS / NEFT / RTGS clearance for the undisputed amount.

- b. The payments shall be made after deduction of all applicable taxes including tax deduction at source (TDS).
- c. Delay in payments on account of wrong billing / incomplete billing / late submission of the bills, etc. shall be the responsibility of the successful bidder.
- d. In case AIESL is not able to claim input GST credit on account of any fault, omission or non-compliance by the successful bidder, the successful bidder shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST.

**16. Security Deposit (SD)/Performance Guarantee:**

The successful Tenderer will deposit 5 % of the total PO value, as Security Deposit/ Performance Guarantee with AIESL through payment gateway method to the AIESL's bank account. Detailed steps for SD/PG amount submission are mentioned below and upload the proof of deposit, within 2 (Two) weeks of issue of PO/Contract to ensure satisfactory performance of the supplied item.

Process to follow for submission of Security Deposit /Performance Guarantee (SD) / (PG:

1. Visit AIESL website [www.aiesl.in](http://www.aiesl.in)
2. Choose “**Payment**” option at the below of the site screen
3. Choose “**Vendor**” option
4. Fill up relevant compulsory fields to proceed further for requisite SD amount payment.
5. Take screen shot/print out after successful payment made

Alternatively, Bank Guarantee (BG) from a Scheduled Bank, in lieu of the said amount, will be accepted as Security Deposit.

The validity of the SD / BG will be from the date of successful commission and acceptance of all Printers till 60 days after completion of warranty period of One year and scheduled completion of all obligations under the contract/PO.

In case, SD is not deposited by the supplier in time, the same amount would be adjusted from the initial bills.

In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.

The SD shall not bear any interest. The cost of submission of SD or execution of BG would be borne by the successful bidder.

Security Deposit will be refunded within 60 days after completion of warranty period of one year and scheduled completion of all obligations under the contract/PO, subject to, however, deduction of penalties, if any, that may be leviable under the terms of the contract/PO.

**17. Liquidated Damages:**

Prompt delivery shall be deemed as the essence of the contract. Penalty to be levied for delayed delivery @0.5% per week or part thereof of the value of the undelivered quantity of printers, maximum up to 10%(excluding GST and delivery charges) of the undelivered quantity of printers beyond the scheduled delivery date 15 days.

**18. Recovery of Sum Due:**

- i) Whenever under the Contract, any sum is recoverable from the Supplier, AIESL shall be entitled to recover such a sum by appropriating in part OR full from the

- SD already deposited by the Supplier.
- ii) In the event of the said SD being insufficient, the balance OR the total amount recoverable, as the case may be, shall be deducted from any sum due to the Supplier. Should this amount also be insufficient to cover the amount recoverable, the Supplier shall pay to AIESL, the balance amount, if any, within **15 days** of the demand by AIESL.
  - iii) If any amount due to AIESL is so set off from the SD, the Supplier shall have to make good the said amount of the SD equal to the original value immediately and in any case, not later than 15 days of intimation sent by AIESL.

**19) Indemnification:**

- i. The bidder shall indemnify AIESL against payment of penalty/third Party claims/damages /loss of property of AIESL or any other party/penalty due to mishandling/misbehavior/careless on the part of personnel provided by the successful bidder. The bidder shall also indemnify for any liability arising out of any accident / incident involving his staff and shall reimburse any loss or damage to AIESL / concerned party. In case, any such amount is not deposited /paid to the concerned party and if AIESL is directed by any court of Law or Govt. of India to bear any such expenses on behalf of the successful bidder, the same shall be deducted from his Bills/ Future payments due to the successful bidder if not made good to AIESL.
- ii. The bidder shall also indemnify to AIESL for making good any claim/ penalty/loss or damages including costs thereof in respect of any breach or violation on any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses/expenses to AIESL, the same shall be deducted from the monthly bills/future payments due to the bidder.
- iii. The successful bidder shall have to give an undertaking in their bid and also to indemnify that all employees deployed for AIESL duty shall be their permanent employees and none of them shall claim employment in AIESL. The responsibility of discipline of the employee in case of any complaint from AIESL shall be solely that of the successful bidder.

**20. Interpretation:**

In the event of any difference in the interpretation of any of the clauses of the LOA / Agreement / Contract or the Tender documents, the clarifications given by the Dy. General Manager (E-PPMM), AIESL, Kolkata shall be final and binding.

- a) Any supplier or contractor that claims to have suffered or is likely to suffer loss or injury as a result of a decision/action/omission of the Procurement Entity may make an application for its review within a period of Five (05) days from its date (as applicable), to Dy.GM(E-PPMM), specifying the ground(s) and the relevant clauses of the tender documents. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (05) days of the declaration of techno-commercial or financial evaluation results.
- b) Only directly affected and participating bidders can raise a grievance.
- c) Grievance can be raised only for the stage in which the bidder is eligible :
  - **After pre-qualification:** Only pre-qualified bidders may raise issues about technical/financial bids.
  - **After technical evaluation:** Only technical qualified bidders may raise issues about financial bids.
- d) Mail id for submission of any grievance: [ppc.er@aiesl.in](mailto:ppc.er@aiesl.in)

**21. Arbitration:**

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the

Contract / Agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to “SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT. OF INDIA” and the award made in pursuance, thereof shall be final and binding on the parties to the arbitration. The venue of arbitration shall be Kolkata and the arbitration proceedings shall be carried in English. The cost of the arbitration shall be borne by the parties as per the award of the sole arbitrator.

**22. Jurisdiction:**

The construction, interpretation, validity and performance of the Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIESL and Service Provider, whatsoever shall be subject to the Jurisdiction of Kolkata Courts only.

**23. FORCE MAJEURE:**

If at any time during the continuation of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit expecting such materials, bought out components and goods as the Seller may with the concurrence of the Buyer elect to retain.

**Scope of Supply for HP makes and models of Printers**

**1. Description :**

<b>S/N</b>	<b><u>Description</u></b>	<b>Qty</b>
1	Standalone Monochrome Laser Printer (HP M 208dw)	15
2	Monochrome Laser Multifunction Machine ( HP MFP 3104fdw)	15

**2. Delivery, Installation, Commissioning & Testing:**

The final supply, installation, commissioning & testing is to be completed within **15 days from the date of order**.

**3. GUARANTEE/ WARRANTY:**

The supplier / bidder shall provide in writing OEM's, Standard One (01) Year guarantee /warranty for each model of printer which would be supplied and installed at AIESL site and shall be new from OEM and free from defects in material, workmanship and design and it will perform in accordance to the specification **for a minimum period of 12 months** from the date of successful commissioning and acceptance by AIESL authority. In the event of any deviation / non-performance as per technical specification, the successful bidder will ensure repairing of the equipment / defective part(s), failing which will give free replacement with new printer of same model within 48 hours.

All replacement equipment/parts during the warranty period shall be supplied / commissioned / installed by the Successful bidder, free-of-cost onsite at AIESL, NSCBI Airport, Dum Dum, Kolkata-700052. If the Successful bidder fails to rectify the defects or free replacement with new printer of same model within 48 hours, AIESL shall have the right to reject or repair or replace the whole or any portion of the defective parts at the cost of the successful bidder, which would be adjusted from the submitted SD/BG by the supplier.

**4. PACKING & MARKING:**

The Equipment should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. Fragile items should be packed with special packing materials depending on the type of material. All protrusions shall be suitably protected. The successful bidder shall be held liable for all damages or breakages to the Equipment(s) due to defective or insufficient packing.

All packages should be marked for easy identification.

**5. DESPATCH & DELIVERY INSTRUCTIONS:**

The goods shall be consigned in the name of consignee viz  
Sr. AGM-IT,  
AI Engineering Services Ltd.  
New Technical Area  
NSCBI Airport, Dum Dum  
Kolkata – 700052

## 6. Eligibility Criteria for undertaking the supply:

- i) Bidder must have turnover of at least Rs.2 lakh per annum for each of last 3 financial years i.e. 2022-2023, 2023-2024 & 2024-25. Audited Balance Sheet & Profit & Loss A/c. duly certified by Chartered Accountant or certificate from Chartered Accountant certifying Annual Turnover for last three financial years must be submitted with the Technical bid.
- ii) The bidders must be an IT Assesse. Copy of IT Return for last three financial years i.e. for 2022-2023, 2023-2024 and 2024-2025 to be enclosed as proof along with Tender.
- iii) Copy of PAN Card to be enclosed along with Tender.
- iv) The bidders must have GST Registration. Copy of GST Registration to be enclosed along with Tender. In case the bidders does not have the requisite GST registration the reason behind not having such registration has to be clearly mentioned along with supporting documents and the same has to be legally tenable.
- v) Bidders must have valid Trade license. Copy of the same must be enclosed alongwith the Tender.
- vi) **The bidders must be authorised dealers /suppliers of OEM, M/s. HP India Sales Private Limited, for the mentioned makes and model of Printers. Copy of certificate for authorised dealers /suppliers of OEM must be enclosed alongwith the Technical Bid.**
- vii) The bidders must have Office/ Service center located at Kolkata. Address proof must be uploaded alongwith the bid.
- viii) Bidders shall have the experience and proven track record of supply & installation of HP makes printers in any Central Govt./PSU/State Govt./MNCs/Corporate Companies during last **03 years** from bid due date. Documentary evidence in this regard must be submitted along with the bid such as copy of Purchase Order detailing scope of supply and delivery document such as satisfactory performance certificate / work done satisfactory/work completion certificate etc. of above failing which Bid will be rejected.
- ix) Rates must be submitted in GeM portal alongwith filled up Rate Sheet, Annexure-V, duly signed and stamped.
- x) **Manufacturer's standard warranty period of One year must be provided for each type of Printer.**
- xi) **Brochures for each type of model printer must be enclosed.**
- xii) AIESL Payment terms 30 days credit must be accepted.
- xiii) **Tender not fulfilling the eligibility criteria as mentioned above shall be liable to be rejected.**
- xiv) If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be eligible for relaxation in prior turn-over and experience criteria subject to meeting of quality and technical specifications. The bidder seeking relaxation shall upload the supporting documents to prove his eligibility for relaxation. However, the decision of AIESL shall be final and unchallenged.
- xv) If the bidder is a DPIIT registered Startup, the bidder shall be eligible for relaxation in prior turn-over and experience criteria subject to meeting of quality and technical specifications. The bidder seeking relaxation shall upload the supporting documents to prove his eligibility for relaxation. However, the decision of AIESL shall be final and unchallenged

**TECHNICAL BID FORMAT**

<b>Sr. No.</b>	<b>Description</b>	<b>Furnish Information Here</b>	<b>Mention the relevant page no. of the submitted document for this information</b>	<b>Remarks</b>
1	Name of the Company			
2	<u>Nature of establishment</u> (proprietary/partnership/company) <b>Please enclose a copy of registration certificate</b>			
3	In case of partnership/company please provide the names of the partners/ directors with full address/ telephone nos.			
4	a) Full address of the Regd. Office b) Telephone No. c) Mobile No. d) Fax No. e) Email Address f) Name of Contact person g) Name of 2 <sup>nd</sup> Contact person.			
5.	The bidders must be authroised dealers /suppliers of OEM, M/s. <b>HP India Sales Private Limited</b> , for the mentioned makes and model of Printers. Copy of certificate for authroised dealers /supplier of OEM must be enclosed alongwith the Technical Bid.			
6.	HP's standard warranty period of One year would be provided	YES/NO		
7.	Whether payment terms of 30 days credit accepted?	YES/NO		
8.	Bidders must have valid Trade license. Copy of the same must be enclosed alongwith the Tender.			
9.	The bidders must have Office/ Service center located at Kolkata. Address proof must be uploaded alongwith the bid.	YES/NO		

10	Bidders shall have the experience and proven track record of supply & installation of HP makes printers in any Central Govt./ PSU/ State Govt./ MNCs /Corporate			
11	Companies during last <b>03 years</b> from bid due date. Documentary evidence in this regard must be submitted along with the bid such as copy of Purchase Order detailing scope of supply and delivery document such as satisfactory performance certificate / work done satisfactory/work completion certificate etc. of above failing which Bid will be rejected.			
12	Bidders must have turnover of at least Rs.2 lakh per annum for each of last 3 financial years i.e. 2022-2023, 2024-2025 & 2024-25. Audited Balance Sheet & Profit & Loss A/c. duly certified by Chartered Accountant or certificate from Chartered Accountant certifying Annual Turnover for last three financial years must be submitted with the Technical bid.		FY : 2022-2023 ---- FY: 2023-2024..... FY: 2024-2025.....	
13	<b>EMD of Rs. 11,092.00</b> (Rupees Eleven Thousand Ninety Two only) has been submitted.	YES/NO	EFT transaction number & Date (UTR)	
14	Whether MSME/ Udyam Registered, If yes, copy of valid certificate must be submitted	YES/NO		
15	Copy of PAN Card to be enclosed along with Tender.		PAN.....	
16	Copy of Income Tax Returns for the last three Financial years to be enclosed.		FY : 2022-2023 ---- FY: 2023-2024..... FY: 2024-2025.....	
17	Must submit a copy of GST Regn.		GST Registration No.	
18	Whether any employee of AIESL or his/her spouse is related to your company in any capacity (if yes	YES/NO		If Yes, tender will not be accepted. Any wrong

	give details)			declaration if detected later will render the Tender/ Contract void
19	Has any Director/ Partner / Proprietor been convicted. If yes, give details.	YES/NO		If Yes, tender will not be accepted. Any wrong declaration if detected later will render the Tender/ Contract void
20	Whether any contract /LOI issued to the bidder was terminated / rescinded due non-compliance of Terms & Conditions of the Tender. / non-compliance of the provision of Statutory Labour laws/ Criminal Offences in the past	YES/NO		If Yes, not eligible
21	Whether bidder was blacklisted by any Government agency.	YES/NO		If Yes, not eligible
22	Any other information which Tenderer may like to furnish (Separate Sheet may be Enclosed if required.)			

***IMPORTANT: Self-attested copy of documentary proof as required above must be furnished along with Technical Bid and in case the required information and documents with the technical bid are not furnished, the tender shall be rejected.***

**NON-DISCLOSURE AGREEMENT FROM THE BIDDER**

(This document is strictly private and confidential)

To  
DGM (E-PPMM)  
AI Engineering Services Ltd  
NSCBI Airport  
Kolkata-700052

Dear Sir,

**Sub: Non-disclosure Agreement**

We acknowledge that during the course of bidding for above referred Tender of AIESL, we shall have access to and be entrusted with Confidential Information (commercial, technical, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to AIESL and its business that is provided to us pursuant to this Agreement.

In consideration of AIESL giving access to us to the above premises and making confidential Information available to us, we agree to the terms set out below:

1. We shall treat all confidential Information as ‘Strictly Private and confidential’ and take all steps necessary to preserve such confidentiality.
2. We shall use the confidential Information solely for the preparation of our response to the above referred Tender and not for any other purpose whatsoever.
3. We shall not disclose any confidential Information to any other person or firm without the prior written consent of AIESL.
4. This agreement shall continue perpetually, unless and to the extent that AIESL may release it in writing.
5. We acknowledge that, failure OR delay by AIESL in exercising any right, power OR privilege under this agreement shall not operate as a waiver thereof and no single OR partial exercise thereof OR the exercise of any other right, power OR privilege under this agreement shall prevent any further exercise of the right or the remedy or the exercise of any other right or remedy.
6. We have read this agreement fully and hereby confirm our acceptance of its terms.

Yours sincerely,

Signature of Authorized Signatory:

Name & Designation:

Company/Firm/Proprietorship firm

(Name & Seal):Date:

Place:

**Bid Security Declaration form**

**(To be submitted on bidder's letter head)**

To  
DGM (E-PPMM)  
AI Engineering Services Ltd  
NTA, NSCBI Airport  
Kolkata-700052

I/ we the undersigned, declare that:

I/ we understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with you for a period of One year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I/ we understand this Bid Security Declaration shall cease to be valid if I am / We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed : (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**PRICE BID FOR HP MAKES AND MODELS PRINTERS**

**(Bidder must upload Price bid separately i.e. not alongwith Technical Bid on GeM portal)**

<b>Sl. no.</b>	<b>Makes / Models of Printers</b>	<b>Quantity (a)</b>	<b>Rate per Printer (in Rs.) (b)</b>	<b>Total in Rs. C = (a) x (b)</b>
1.	Standalone Monochrome Laser Printer (HP M 208dw)	<b>15</b>		
2.	Monochrome Laser Multifunction Machine ( HP MFP 3104fdw)	<b>15</b>		
3.	Applicable GST %			
4.	<b>TOTAL</b> (S/n.1+ S/n.2+ S/n.3 )			

**Note:**

- i) **LQ1 will be decided on the basis of the quoted Total value under Sl. No.- 4 of the above Rate table.**
- ii) The rates to be quoted on the rate sheet provided in the **Annexure-V** attached with the Tender Form. The rate quoted should be inclusive of cost of each type printers, all applicable taxes & levies (except applicable GST), related delivery charges at AIESL site, installation and commissioning charges and all other incidental / other charges pertaining to rendering such supply. Applicable GST has to be mentioned separately and the same will be paid by AIESL as per prevalent rules.

**IMPORTANT NOTE:**

IF A BIDDER QUOTES NIL CHARGES / CONSIDERATION OVER AND ABOVE THE KNOWN MINIMUM CHARGES THAT ARE PAYABLE / APPLICABLE AS PER GOVERNMENT OR REGULATORY BODY, ETC. IN THE ABOVE FINANCIAL BID, THEN THE BID WILL BE TREATED AS UNRESPONSIVE AND WILL NOT BE CONSIDERED.

**Undertaking:** I have carefully gone through and have understood and hereby agree to all the General Terms & Conditions, Work scope & specifications governing the tender and agree unconditionally to abide by / accept all the terms and conditions, entire work scope, all specifications and all undertakings included in this Tender Document. I hereby confirm that I am authorized to Sign the tender Documents.

Company Seal :

Signature:

Name:

Designation:

Company:

Date: