

Clarification to Pre bid queries of RFP REF: LIC/CO/IT-BPR/HW/Line Printer/2020-2021/07 Dated: 28/12/2020				
Sl no	RFP document Reference(s) (Section and Page No)	Clause (in brief) of RFP requiring clarifications	QUERY FROM THE VENDOR	CLARIFICATIONS FROM LIC
	RFP REF: LIC/CO/IT-BPR/HW/Line Printer/2020-2021/07 Dated: 28/12/2020			
	RFP Document Reference (s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	
1	Section 10 ; Pg No : 9	EMD	Request to revise -	
		By Way of DD Rs. 6,00,000/-	EMD By way of DD - Rs. 3,00,000/-	NO CHANGE
		By Way of BG Rs. 12,00,000/-	EMD By way of BG - Rs. 6,00,000/- as the bid size is small .	NO CHANGE
2	Section 18; Pg No :16	Bid Validity Period - 180 days	Request to revise Bid Validity Period - 60 days	NO CHANGE
3	Section g.iii Buyback ; Pg No:24	Buyback items - The Vendor shall quote the buyback rate not lesser than the fixed minimum value mentioned in the commercial bid .	As the Line printer are not in the good ,working conditions ,missing parts also , the rate of BB should be allowed to be quoted by vendor not as per fixed rate . If fixed rate request to revise rates for - Line printers - Rs 500/-	NO CHANGE
		Approved Rates under RFP		
4	Section F.b Pg No: 26	Similarly, the spares which includes the cartridges, spools, hammer bank, logic card, stop assembly and platen or any other spares of the supplied hardware under the scope of this RFP shall be available for a period of SEVEN years, from the date of placing of the Purchase Order (PO).	Request to consider Standard spares availability of 5 yrs	NO CHANGE
		3. Performance Bank Guarantee (PBG)		
5	Section 10.e; Pg No 35	a) However, if LIC decides to extend the validity period of the RFP, during the extended period, in case there is 5% increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 4% of the approved price as illustrated below, however it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:	Request to consider the increase of the Dollar rate both in RFP period and extension period.	NO CHANGE
		5. Placing of Orders		
6	Section 11.e; Pg No 35	a) The total quantities to be ordered under this RFP may be subject to variation of up to 25% above or below of Hardware line items, of the originally declared quantities. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time.	Request you to give exact qty may be variation of upto +-5%.	NO CHANGE
7	Section 20.b; Pg No : 44	Chart of Penalties : SLAs	Request to consider	
	a,b	Per day Breakdown Charges upto 6 days - 1% of the cost of hardware per day	Per day Breakdown Charges upto 6 days - 0.25% of the cost of hardware per day	NO CHANGE
	a,b	Per day Breakdown Charges from 7th day to 11th day - 2% of the cost of hardware per day	Per day Breakdown Charges from 7th day to 11th day - 0.5% of the cost of hardware per day	NO CHANGE

	a,b	Per day Breakdown Charges from 12th day to 15th day - 3% of the cost of hardware per day	Per day Breakdown Charges from 12th day to 15th day - 0.75% of the cost of hardware per day	NO CHANGE
	a,b	Per day Breakdown Charges beyond 15th days - from 16th days onward 6% of the cost of hardware per day	Per day Breakdown Charges beyond 16days - 1% of the cost of hardware per day	NO CHANGE
	a,b	Maximum penalty for breakdown -Basic cost of the Hardware item	Request to remove the clause.	NO CHANGE
8	Section 15.A.i; Pg No : 38	The Vendor shall be fully responsible for servicing the hardware at the place of delivery, for a period of at least 7 years (as applicable) from the date of installation even though approvals would have been given for appointment of service partner(s) and submit an Undertaking as per Annexure EC (1) for the same.	Request to consider Standard support of 5yrs only.	NO CHANGE
9	Section 4.i ;Pg 29	Part I Items -Maximum Penalty - 15%	Request to consider - Maximum Penalty of 10%	NO CHANGE
10	Section 4.ii ;Pg 27	Part II Items Delivery - 30 days	Request to consider 45 days rest of India and 60 days J&K	NO CHANGE
11	Section PMA , Pg 15	PMA Affidavit	Request to remove PMA Affidavit as not applicable to SI	NO CHANGE
12	Annexure V	Undertaking for Warranty & AMC	Request to consider and make changes for 5 years instead of 7 years. Amc will be as per mutual understanding of vendor and LIC .	NO CHANGE
13	Section F.b Pg No: 26	b) Approved Rates Under RFP The rates approved by LIC will be valid for 12 months from the date of the Online Reverse Auction where there was a final price discovery. The selected bidder(s) should ensure that the hardware items quoted will be available for supply for Purchase Orders issued up to 31/12/2023	Request you to consider that the hardware items will be available for supply for 12 months ie upto 31/12/2021 as the approved rates are valid for 12 months .	REFER CORRIGENDUM
14	Section F.b Pg No: 27	c) LIC also reserves the right to reduce or extend the validity of the approved rates for a maximum period of up to 150 days.	Request you to consider 60 days instead of 150 days .	NO CHANGE
	Section G.9	A PBG (As per <u>Part-F of Annexure-VII</u>) to the tune of 10% of the L1 prices approved of all Part-I items shall be submitted by the selected bidder.	Reduction of PBG from 10% to 3%	REFER CORRIGENDUM
	Section G.4		Cap for LD instead of 15% to 10% which followed by all PSU & GOVT organisations	
			Reduction of EMD from 18 lacs to 10 lacs as 18 lacs is becoming almost 6% of the project cost	

15	Clause 4, i pg 30	In case of delay beyond the maximum period of 25 days over and above the delivery & installation period as mentioned in the above Table E, the following action may be initiated: ☐ The order placed may be cancelled and communicated in writing to the Vendor, and irrespective of such decision for cancellation of order is taken by LIC, the maximum penalty as mentioned in the Chart of Penalties above will also be recovered from the vendor. ☐ Deductions of penalty will be made from any of the amounts payable to the Vendor under this RFP which is due at any other Zonal locations or CO location. ☐ Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee or will be remitted by the Vendor to LIC by way of Cheque payment. ☐ Recovery of further amounts over and above Bank guarantee will be subject to adjudication. In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be debarred to participate in any RFPs as decided by LIC for a period which may extend up to three years	Clause to be modified as under; In case of delay beyond the maximum period of 25 days over and above the delivery & installation period as mentioned in the above Table E, the following action may be initiated: ☐ The order placed may be cancelled upon provision of 30 days cure period to cure the breach and communicated in writing to the Vendor, and irrespective of such decision for cancellation of order is taken by LIC, the maximum penalty as mentioned in the Chart of Penalties above will also be recovered from the vendor. ☐ Deductions of penalty will be made from any of the amounts payable to the Vendor under this RFP which is due at any other Zonal locations or CO location. ☐ Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee or will be remitted by the Vendor to LIC by way of Cheque payment. ☐ Recovery of further amounts over and above Bank guarantee will be subject to adjudication. In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be debarred to participate in any RFPs as decided by LIC for a period which may extend up to three years	NO CHANGE
	Clause I, pg 45	The penalties as applicable will be recovered from any payment due to the Vendor. If no payment is due then the same will be recovered by invoking the Performance Bank Guarantee. The Performance bank guarantee is valid for 42 months. However if any penalty becomes due after 42 months for the machines coming out of the warranty after 42 months period due to installation of the hardware at a later date then a PBG to the tune of the cost of the hardware items will be taken till the last warranty machine comes out of warranty plus one month. On receipt of the said PBG the above PBG which was valid for 42 months will be released to the Supply Vendor.	Clause to be deleted	
16	Clause 21, B, pg 46	Force Majeure Clause	Clause to be modified to replace Five calander days to at least 15 days	NO CHANGE
17	Clause 21, C, pg 46	Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event. Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor	Clause to be modified as under; Except in case of the dispute related to non payment of fees, Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event. Likewise, LIC shall continew to pay to the Bidder/Vendor for the services rendered to LIC Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	NO CHANGE

18	Clause 22, pg 46	Limitation of Liability Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	Clause to be modified as under; Notwithstanding anything mentioned anywhere in this RFP, Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	NO CHANGE
19	Clause 23, pg 45	Dispute	Clause to be modified as under; Except in case of dispute regarding non payment of fees, The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Likewise, the LIC shall be liable to pay to the Vendor for the services rendered	NO CHANGE
20	Clause 26, pg 48	Conflict of interest		
21	Clause f , G , pg 49	Right reserved by LIC	30 days prior written notice of termination to be given to the bidder	NO CHANGE
22	Clause G, pt 9, pg 34	A PBG (As per Part-F of Annexure-VII) to the tune of 10% of the L1 prices approved of all Part-I items shall be submitted by the selected bidder	As per Government notice, the PBG should be 3% in Pandemic	REFER CORRIGENDUM
	Technical Annexure Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	
23	3A-1-500 LPM	The ribbon/cartridge should have minimum print capacity of 18000 pages of 8.5"x11" (Inches)	The ribbon/cartridge should have minimum print capacity of 17000 pages of 8.5"x11" (Inches)	REFER CORRIGENDUM
24	3A-2-1000 LPM	The ribbon/cartridge should have minimum print capacity of 18000 pages of 8.5"x11" (Inches)	The ribbon/cartridge should have minimum print capacity of 17000 pages of 8.5"x11" (Inches)	REFER CORRIGENDUM
25	3A-3-1500 LPM	The ribbon/cartridge should have minimum print capacity of 25000 pages of 8.5"x11" (Inches)	The ribbon/cartridge should have minimum print capacity of 17000 pages of 8.5"x11" (Inches)	REFER CORRIGENDUM
	Part II	Applicable for 3A-1, 3A-2 & 3A-3		
26	Part-2.4, 2.11 & 2.18	Hammer bank (For the Model Quoted)	Correct terminology is Shuttle Assy.	REFER CORRIGENDUM
27	Part-2.5, 2.12 & 2.19	Body panel(For the Model Quoted)	Correct terminology is Top Cover with glass	REFER CORRIGENDUM
28	Part-2.6, 2.13 & 2.20	Stop assembly(For the Model Quoted)	Correct terminology is Platen Stop Assembly	REFER CORRIGENDUM