



SPECIAL TERMS AND CONDITIONS FOR IT CONSUMABLES/CONSUMABLES OF PRINTERS

(1) ELIGIBILITY CONDITION :

.The Bidder should not be Black-listed with LIC or any of the PSUs/BFSI/Govt/Semi Govt/Quasi Govt departments in India,as on date of submission of bid.An undertaking as per Annexure III is to be submitted on Rs.250/- stamp paper duly notarized and signed by the Authorised Signatory of the respective bidder.

. Bidder should submit in the bid, details of its top 5 customers in the format as per Annexure IV. Documentary evidence like certificate from customers or copies of Purchase Orders etc. have to be submitted, duly attested by the authorized signatory.

(2) MANUFACTURER'S AUTHORISATION FORM :

. MANUFACTURER'S AUTHORISATION FORM (MAF) from OEM specifying that the dealer has been authorized to supply consumables of printers. Original MAF as per Annexure V duly signed and stamped, should be submitted on OEM' letter head.

LIC will be at liberty to refer any MAF to OEM to confirm the authenticity of the MAF.In case the LIC does not receive the necessary confirmation from the OEM regarding the authenticity of the MAF,the **BID WIL BE REJECTED**. The MAF should be valid till the validity period of the Tender under reference unless revoked by the OEM. The MAF should be submitted as per Annexure V along with the Technical Bid.

(3) Authorised Signatory:

The Authorised signatory for all Annexures will be the signatory approved by the Company and a letter of the Company/Power of Attorney to this effect has to be attcjhed alongwith the Technical Bid.

(4) EARNEST MONEY DEPOSIT (EMD):

The Vendor should submit to LIC, along with the Bid, a Demand Draft of Rs.....(To be decided by the OS dept) as EMD.

. EMD will be refunded to the L1 Vendor only after execution of first Purchase Order.No interest will be paid on the EMD.

. The Emd of those Vendors who do not qualify for the supply of consumables,will be refunded to them without interest after the procedure for selection of Vendor for supply of consumables is over and purchase order is accepted by the selected L1 Vendor.

. The EMD submitted by the Vendor may be forfeited if:

- a) The Vendor backs out of the bidding process after submitting the bids to LIC.
- b) The Vendor qualifies in the bids as L1 and backs out of any of the quotes given by him.
- c) The Technical or commercial bid format is found to be different from what is supplied by LIC.

In the above matter of forfeiture of EMD, decision of LIC will be final.

5) PERFORMANCE BANK GUARANTEE:

A Performance Guarantee in the form of Bank Guarantee/Security Deposit/Token amount of Security deposit of Rs. -----(equal to 10% of the estimated value of the projected quantity specified in Financial Bid i.e purchases that will be made in a year) will have to be submitted by the L1 Vendor, once the L1 is declared. It will be retained till the ARC period. The PBG may be invoked for an amount to be decided by LIC, when the Vendor backs-out of his obligations as per Bid.

6) VALIDITY OF BID:

The rates quoted will be valid for one year from placing first purchase order. LIC reserves the right to extend(max 6 months)/reduce the validity period or cancel the Bid and call for fresh quotes if it so decides.

7) PRICING:

The selected vendor should not, under any circumstances, request for an increase in the prices once such prices are approved by LIC. **The commercial offer shall be made in Indian Currency and shall be exclusive of VAT, and Octroi/entry Tax, whichever is applicable. No price variation relating to increase in, customs duty, excise duty will be permitted during the validity of Tender.**

8) PLACING OF ORDERS:

(i) The LIC of India------(DO/ZO) will place purchase orders for consumables for all its offices scattered across its jurisdiction as per their requirement.

(ii) LIC will have the right to decide quantity of consumables under each category to be purchased subject to a minimum 10 numbers for cartridge and 25 numbers for ribbons and ink banks under each purchase Order.

9) DELIVERY TERMS AND CONDITIONS:

I. Delivery should be made for the entire ordered quantity. However in case of urgency delivery should also be made in piecemeal.

II. Delivery should be within 3 days from the date of receipt of PO.

III. 0.1% per day of the PO value from 4th day till date of delivery subject to maximum penalty of 5%.

IV. Consumables not delivered beyond 75 days will be dealt with as follows:

. The order placed may be cancelled and communicated in writing to the Vendor, whenever such decision for cancellation of order is taken by LIC. For such cancelled orders, penalty clause as mentioned in (III) above will be applicable.

. Deduction of Penalty will be made from any amounts payable to the Vendor.

. Any other amounts that may become recoverable from the Vendor will be recovered from the Performance Bank Guarantee/Security Deposit/Token amount of Security deposit.

. Recovery of further amounts over and above the Performance Guarantee shall be subject to adjudication.

. In case of cancellation of orders due to delay in deliveries, besides the penalty charged, the Vendor may be blacklisted by LIC & may not be allowed to participate in any Bids in future for a period to be decided by LIC.

10) ACCEPTANCE TEST ON DELIVERY:

At the discretion of LIC of India, OEM may be asked to conduct a quality check for the stock at any one or more LIC'S offices. Any adverse report by the OEM for the quality check may lead to the following actions :

- a) The Vendor shall have to replace the entire consignment as per committed specifications and/or
- b) The Performance Guarantee may be invoked to make good the loss or damage and/or
- c) The Vendor may be blacklisted by LIC.

11) PAYMENT TERMS:

Payments will be made by the respective Offices for the purchase orders issued pertaining to the offices under their jurisdiction, within 21 days from the date of delivery or submission of invoice cum delivery Challan and Octroi receipt, if any. The documentation will be considered as complete if the Vendor has submitted Invoice duly printed on their letter head, Octroi Receipt (if applicable) and Delivery Challan signed by LIC'S official with date and stamp acknowledgement receipt.

12) WARRANTY CLAUSE:

I. If any manufacturing defect is reported within.....after delivery of consumables,it should be replaced without any extra cost to LIC.

II The Product which are supplied to LIC should have a minimum one year residual shelf life.

III Warranty clause does not apply to consumption of ribbons/cartridges/in-banks due to usage.

13) The Corporation reserves the right for inclusion/exclusion in the Terms and Condition as per the requirement during or after floating the Tender for Rate Contract.

Regional Manager (E&OS)