

**CLARIFICATIONS TO BIDDERS QUERIES**

<b>S.No.</b>	<b>Query by bidder</b>	<b>Clarification</b>
1	<p>As per the amendment no.3, Clause 1.1(g), it states in the very first line that :  “Consignee means any location as specified by NICD”  As per amendment no.3, clause 12.2(a) states that :  “80% of the Invoice Value will be made within 30 days of documentary proof of receipt of the invoice goods along with necessary documents such as consignee receipt certificate, Inspection Certificate, transport, transit insurance etc.”</p> <p>No consignee at present in the tender is specified. Hence, if the successful bidder is to deliver initially the equipment to NICD, the payment terms should state that 80% payment will be released upon receipt of goods by NICD and not by consignee.</p>	<p>The consignee receipt issued by the consignee at any location as specified by NICD, or, issued by NICD in case of Buffer Stock, shall be acceptable.</p>
2	<p>The payment terms are very very strict. Normally, in all the tenders floated by HSCC, whether of World Bank or of Ministry, the payment terms are always 90% against supply and 10% against installation. Even institutes like AIIMS has 90:10 as payment terms, 80:20 blocks lot of money of the tenderer, specially in this type of tenders as 20% releases after long time plus the successful bidders is to provide 5% performance security also. In a way, 25% is blocked from the supplier point of view. Hence we request you to please consider the same and amend.</p>	<p>Not accepted. Please follow tender terms and conditions.</p>
3	<p>Opening the Foreign Letter of Credit:  Since the equipment to be procured under this tender is of imported nature, hence the foreign letter of credit should be established directly for 80% or 90% whatever payment terms are finalized. This is in terms of all other tenders being floated by HSCC for world Bank of MOH. The clause that foreign principal can encash the letter of credit after due inspection of goods in India and after delivery to NICD, can become part of the terms and conditions of the Letter of Credit.  If HSCC can open the inland letter of credit with these clauses, why the foreign Letter of Credit can not be opened. Under, both the options, whether inland or foreign, department will have to pay the whole amount to bankers for opening the letter of credit. Hence it is requested to please allow the foreign letter of credit also which will help in lower prices as the Local Indian agents need not add the cost of such heavy investment for importing equipment.</p>	<p>Letter of Credit can be established in favour of the Foreign Principal in case of supply through authorized Indian Agents in terms of Clause 12.</p>
4	<p><b>Insurance:</b></p>	<p>Insurance cover can be taken in</p>

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	<p>This clause has also become very confusing. Once the goods are invoiced and delivered to NICD as buyer, the ownership transfers to NICD of the equipment supplied. In such circumstances, the supplier will not legally the stocks insured, the ownership of which otherwise lies with the buyer. Please clarify this also as it may not be technically possible. Insurance Cover Note for goods lying in NICD warehouse has to be obtained by them and as and when supplier is asked to again deliver it the various, consignees, even transit insurance has to be taken by NICD, as the ownership lies with them.</p> <p>The cost of both insurance during the goods lying in NICD warehouse and then further during the transit from NICD to ultimate consignees can be paid by the successful bidder.</p>	<p>the name of NICD. The Insurance premium shall be paid by the supplier directly. Other terms as referred in Amendment No.3 apply.</p>
5	L/C Shall be opened for 100% value in favour of Foreign Manufacturers.	Not accepted. Please follow tender terms and conditions.
6	90% of L/C Value will be released to Foreign Manufacturer within 30 days of documentary proof of Receipt of invoiced Goods at NICD New Delhi who will issue the initial consignee Receipt & Inspection Certificate Transport & Transport Transit Insurance etc.	Not accepted. Please follow tender terms and conditions.
7	Balance 10% of L/C Value also to be released to foreign Manufacturers with the same conditions as mentioned already.	Not accepted. Please follow tender terms and conditions.
8	Our demand from Customs, the Customs Duty shall be paid by you direct in the name of customs.	Not accepted. Please follow tender terms and conditions.
9	The Insurance from Local ware house to ultimate consignee shall be obtained in the name of NICD and included in the all inclusive Lumpsum Price.	Insurance cover can be taken in the name of NICD. The Insurance premium shall be paid by the supplier directly. Other terms as referred in Amendment No.3 apply.
10	Would participate and bid against the tender on the same Payment terms & Bank Guarantee as per stipulations of HSCC's other previous Tenders.	Not accepted.
11	Can the vendors quote more than one brand or can they quote alternate choices i.e	Yes. Bidder can quote more

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	more than one offer against one line item.	than one brand or model. Manufacturers authorization certificate and other documents as per the tender conditions has to be submitted for each different brand/model quoted.
12	As per amendment No.3 dated 15.02.08 payment clause has been changed. Now it also mentions- payment through Letter of Credit. Does this imply that the vendor can quote in Foreign currency also and claim the custom duty, custom clearance, Octroi if any, transportation charges (to various locations of NICD choice), etc. at actual as reimbursement.	Not accepted. Please follow tender terms and conditions.
13	Will NICD/ HSCC establish Foreign L/C for 100% amount with stipulations: -80% payable against dispatch with inspection certificates. -Balance 20% against installation against either of the following: i) Upon lapse of period of 90 days or ___ months what ever you want ii) Upon installation/ training at Main Consignee premises i.e. NICD New Delhi iii) Upon installation of 100 ventilators in not more than ___ destinations within 30 days from the date of release of final Consignee list by NICD.  “The clause 12.2(a) reads “80%” of the invoice value will be made within 30 days of documentary proof of receipt of the invoiced goods along with necessary documents like Consignee Receipt certificate, Inspection, transport & transit insurance, etc.”	Letter of Credit can be established in favour of the Foreign Principal in case of supply through authorized Indian Agents in terms of Clause 12.
14	Whereas clause 1.1(g) reads as “ consignee means “any location(s) as specified by NICD”. The supplier shall initially deliver the equipment to National Institute of Communicable Diseases, New Delhi, where the equipment shall be stockpiled. Thereafter, the equipment shall be shifted, installed, commissioned and tested by the supplier at his own cost to different states/districts within the country ensuring the quickest mode of transport for urgent installation as per the directions of NICD.”  It means that event he consignee is not known & who will issue the Consignee Receipt Certificate – NICD or Ultimate Consignee.	The consignee receipt issued by the consignee at any location as specified by NICD, or, issued by NICD in case of Buffer Stock, shall be acceptable.