

Reply for Air freight Contracts pre bid queries received from the bidders

Bid invitation no : 6300032702

SL no	Tender clause / ref no	Description	Clarification sought	BEML reply
1	3.1.10	Airlines to be used for shipments: Contractor is free to bring the cargo through any airlines of their choice subject to the penalties and terms and condition of the contract. However, in case, BEML has preference and specified any particular airlines for movement of cargo, contractor to ensure the same without any additional financial implication on BEML and at the same time ensuring safety and security of the cargo.	Airlines preference cannot be guaranteed for consolidation cargo.	Now read as “ Airlines to be used for shipments: Contractor is free to bring the cargo through any airlines of their choice subject to the penalties and terms and condition of the contract.”
2	3.1.11	Service provider, shall upon written instruction from BEML, arrange warehousing of BEML’s consignments either at Service provider warehouses or in the warehouse’s stations of any third party with the prior written consent of BEML.	Is it different from Bonder Warehouse? Please clarify.	Yes , to hold the cargos temporarily , if necessary
3	3.1.17	Post/Air / Parcels :- The Service Provider will be required to effect clearance of foreign parcels arriving by post/Air/ Parcels	Postal shipments are processed manually as on date. CHA operation of Air/ Sea is through ICE gate. Importer need to submit documents to the postal authorities based on which the cargo will be delivered to BEML. What is our role?	No change, the service provider needs to provide this service.
4	3.4	Service tax w.r.t. Airfreight bill will be applicable on Charges collect fee & Break Bulb, warehouse/storage charges etc . On the C&F Bill service tax is applicable on all charges	GST is payable at actual as applicable.	Yes, GST is payable at actual as applicable.
5	3.8	In case BEML desires at any time to import the consignments under the consolidation from the Air ports which are not specified in the contract, the service provider will render such services if available from such Air ports and charge the lowest rates to BEML as being charged to other Government Departments/Customers.	How it can be determined when there is NDA. For non contractual countries, we shall quote and handle the cargo upon receipt of approval.	To be read as “At the instance of BEML, as and when required, the service provider will undertake the freight forwarding work of any other sectors entrusted at the same contract rate and other terms of the other sector. For the countries which are not covered in contract, rates available in contract for the nearest country shall be considered.

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6	3.10	The Service Provider under no circumstances delay/withhold clearance work for want of funds especially when cargoes, which are critically required, are of very high tonnage.	Provided the pending payments are released as agreed in the contract.	No change
7	3.11	Other fixed charges to be admitted by BEML	The provided rates like BB Fee, CC Fee are not the prevailing applicable rates which need to be revised as per Airline tariff. Transportation and customs clearance charges needs to be revised. DO Fee, ATF, AES, ASC,FSC & SSC, X-RAY are statutory charges which are payable at actual.	No change
8	3.28	It may be necessary in some cases to hold incoming & outgoing cargoes in temporary storage, pending dispatch; in such cases the service provider shall provide suitable storage accommodation within the Airport premises. The service provider shall invariably render a monthly account to BEML for the stores held at the service provider godown on the last day of the previous month in the form that may be prescribed by BEML. each consignment in their godowns where delay beyond 30 days are anticipated, the service provider shall explain the circumstance under which such dispatch cannot be completed within the stipulated period of 30 days. These godowns should be made available for inspection from time to time by BEML. BEML also reserves the right to divert the dispatch/delivery of cargoes at the airport or held by the Service Provider, if in the opinion of BEML, such action is considered necessary in the interest of BEML. Such transfer will be at the risk and expense of the first Service Provider.	A present this facility is not available at Airport.	No change

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9	3.32.1	In case it is found that the service provider have failed in this respect, resulting in demurrages, the claim of the service provider for such charges will be disallowed and they will have to make good the loss to BEML. As regards the demurrage, the decision of BEML will be final and binding on the service provider., any demurrage paid by BEML on account of delay in delivery of required documents or errors in the same will be recoverable from them.	In case of any delay from BEML and delay not attributable to us due to which demurrage incurred are payable.	No change
10	3.33.1	In the case of cargo requiring bonding as per the advice of BEML's, the Customs formalities for filing into Bond Bill of Entry, Customs Inspection by Preventive Officer and Bonding them in area specified for the purpose are the responsibility of service provider; and also to ensure that bonded materials are loaded into the vehicles for transportation to units either after debonding or under transfer bond after obtaining the necessary bills	There should be a provision in the price bid for quoting Charges for de-bonding and other related charges like local transportation, loading, unloading, warehouse rent etc.,	No change
11	3.34.1	BEML may at its discretion in case the Service Provider fails to perform any or part of the contract/work entrusted to them as defined and which in the opinion of the company has led to a loss of production of any type, will impose a penalty upto a maximum 5% of the value of the contract computed annually	Logistics service provider is not responsible for production loss.	No change
12	3.34.6	Penalty for delayed delivery - transportation by road from BIAL to BEML Divisions. Penalty for late delivery beyond the stipulated Transit Period for LCVs / 9 MT Truck will be 10% of the transport charges per day for 2 days and beyond this, freight charges will be forfeited	Not acceptable. Since the transportation charges are fixed in this tender by BEML.	No change
13	General	Air consolidation	Air consolidation is applicable for general cargo only. For hazardous/ Dangerous, Over Dimensional, Classified, License, Temperature controlled, Urgent/ Critical cargo are not covered under Consolidation.	No change

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14	General	Other charges	Any other charges paid by us are to be reimbursed. For example in case the shipments are not routed through us when the terms are CIF, charges paid to the Airlines/Forwarder are to be reimbursed in case the same are paid by us.	Fixed CHA charges only applicable as per tender.
15	General	Customs clearance charges	There should be a provision for incorporating customs clearance charges for shipments arriving through us and arriving through others.	No change
16	General	Shipments volume given is for one year or 2 years		Indicated for 2 years
17	General	For EXW shipment pick addresses not given pls clarify.		Pin code of existing suppliers refer Annexure J
18	General	Freight forwarding will be done in Bidder A, CHA will be handled in Bidder A-1 . These two related companies , promoters remain the same for both companies. We can give invoice in the name of Bidder A for both forwarding and clearance together . pls confirm our eligibility criteria after reviewing it.		Accepted provided outsourced service provider has valid AEO/LO certificate which has to upload in the e procurement portal and the service provider assurer's full responsibility for outsourced service provider activities.
19	General	Storage facility we can outsource which we are doing for other customers now near airport. Pls re-confirm this.		Will be responsibility of the service provider
20	General	Page No.15 – point 3.34 – Penalty clause which need to be reviewed because for each and every activity penalty clause is given.		No change
21	General	Transport cost is pre-fixed currently the market rates going high. Pls review and confirm		No change
22	General	For Customs clearance It is fixed @ INR.1000/BOE. Pls review this		No change
23	General	FSC/SC will be variable component which cannot be fixed for 2 years. Pls re-confirm on this		No change

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24	General	Pl confirm if outsourced customs clearance can be accepted		Accepted provided outsourced service provider has valid AEO/LO certificate which has to upload in the e procurement portal and the service provider assurer's full responsibility for outsourced service provider activities.
25	General	Will the shipments will include DG cargo , if yes , pl provide the details with MSDS		Quote for General Cargo , DG cargo will be handled on case by case basis.
26	General	Dims of Cargo – Normal or odd size or if both		Quote for Normal, Odd size cargo will be handled on case by case basis.
27	General	Packing - skids or loose packing or if both		Both
28	General	Exw charges address / zip code is not provided in the RFQ . pl confirm if it would be accepted if we quote the Exw charges within the given city limits. For countries like US , China , Canada etc , flat rate cant be offered for Exw , considering the size of the country , kindly clarify		Pin code / place name of existing suppliers refer Annexure J And quote should be as per tender only.
29	5.13.1	Successful tenderer shall furnish security deposit for the fulfilment of the contract within 30 days of the release of purchase order and security amount shall be to a value of 10% of annual contract value “	Kindly confirm if 10% would be calculated on the value of the share of business awarded , or on the total annual tender value , irrespective of the share of business awarded to a particular vendor	On Annual tender value.
30	General	Annexure F – Kindly clarify the requirement of annexure F , as there is no explanation given on the need of submission of annexure F (Bid Bank guarantee) . only the requirement of PBG is mentioned in the tender file .		Annexure F, for submission of EMD as Bank Guarantee.
31	General	When will be the business commencement date / Month		August 2020
32	General	As we are going through the covid crises , the air freight rates are highly fluctuating in the market now. Will BEML be able to accept a temporary covid surcharge for the shipments moved during the covid period and the normal rates once the situation is back to normal		Not acceptable
33	General	Certain clauses in the tender need amendment, for adding in the business contract as per Bidders legal team. Kindly advise if our terms and conditions can also be incorporated into the contract if the business is won by us?		Not acceptable.