

## Bid invitation

### Information

Description:EMN1/1060018477/SIEMENS SWITCH  
GEARS LTA  
Bid invitation number:6300035937

### Bid invitation rules

Bid invitation currency: INR  
**Timezone:** UTC+53  
**Submission period:** 31.05.2021 17:00:00  
**Opening date:** 31.05.2021 17:00:00  
**Created On:** 07.05.2021 03:02:22

### Bid invitation text:

LTA FOR SUPPLY OF SIEMENS SWITCH GEARS FOR A PERIOD OF 2 YEARS

SCOPE : SIEMENS LV SWITCH GEARS COMPRISING OF CONTACTORS, SPARES FOR CONTRACTOR, RELAYS, DOL STARTERS, SWITCH GEARS, FUSES, MCB, MPCB, MCCB, INDICATION LAMPS ETC.  
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### GENERAL TERMS & CONDITIONS :

1. Our Delivery Terms: FDD/ FOR BEML, KGF.
2. Our Payment Terms : 60 days from receipt & acceptance of item. For MSME Enterprises, it is 45 Days.
3. Quote should be valid for minimum 60 days from the date of Bid opening. Bids of with validity of less than 60 days are liable for rejection.
4. Firm to indicate GSTIN and applicable GST in their bid.
5. Warranty for the material to be specified.
6. % Discount indicated in the Price condition only will be considered for L-1 Evaluation.
7. % Discount indicated in Price condition should be minimum applicable discount for all Siemens Price List items (Note: Discount should be common for all category of Siemens switchgear items & spares).

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8. L-1 evaluation will be based on MAXIMUM % DISCOUNT ON LATEST APPLICABLE SIEMENS PRICE LIST indicated in Basic price condition.

9. Bids only from authorized dealers of M/s.Siemens will be accepted. Firm to attach copy of valid authorization/dealership certificate issued by M/s.Siemens with the bid.

10. Firm to ensure the validity for thier authorization/dealership certificate during LTA period of 2 years.

11. Bidder should forward soft copy / hard copy of latest price list issued by OEM with HSN Codes.

12. Supply should be made within 3-4 weeks from the date of release of PO / as per schedule indicated in PO.

13. Supplies are subject ot inspection at BEML's user department.

14. Spares supplied shall be guaranteed for a period of one year from the date of supply. If any defects arise due to faulty workmanship/defective material, the same should be replaced by the firm at free of cost during warranty period.

15. Price should be firm during LTA period of 2 years.

16. Any updation/modification in spares, same shall be supplied at agreed price/lesser price.

17. Firm must ensure the availability of spares Covered under LTA for BEML throughout the contract period according

18. BEML Management has the discretion to negotiate over point (7) above.

19. After finalisation of LTA, P.O.'s will be released separately based on requirement during the LTA-Contract period

20. BEML will have right to operate parallel contract with other supplies.

## 21. LIQUIDATED DAMAGE CLAUSE

DELIVERY: The time for and the date of delivery of the stores stipulated in the contract shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. The supplier shall strictly adhere to the delivery schedule indicated in the individual purchase orders. Any supplies made beyond of this schedule are liable for rejection at the discretion of BEML. Should the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, BEML shall be entitled at their option either.

a) To accept the delayed supplies and to recover from the supplier as agreed liquidated damages and not by way of penalty, a sum of 0.5 percent of the price of any stores not delivered per week or part thereof subject to a maximum of 5 percent of the value of the purchase order or

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b) To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier, the stores not delivered or others of a similar description (where stores exactly complying with the description are not in the opinion of BEML which shall be final readily procurable) without cancelling the purchase order in respect of consignments not yet due for delivery, or

c) To cancel the purchase order

In the event of action being taken under (b) and (c), the supplier shall be liable for any loss which BEML may sustain on that account but the supplier shall not be entitled to any gain on purchase made against default.

As soon as it is apparent that the scheduled dates cannot be adhered to, an application shall be sent by the supplier to BEML, well before the expiry of the delivery period specified in the purchase order, without prejudice to the foregoing rights, if such failures to deliver in proper time as aforesaid shall have arisen from any cause which BEML may omit as a reasonable ground for any extension of the time ( and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

22. BEML reserves the right to accept or reject any tender either in full or in part without assigning any reason.

### 23. FALL CLAUSE

a) The prices charged for the stores supplied under this PO by the contractor shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other BEML office/Divisions during the pendency of this contract.

b) If at any time, during the said period, the contractor reduces the sale price of such stores or sells such stores to any other BEML Office/Division at a price lower than the price chargeable under this Contract, the contractor shall forthwith notify such reduction of sale to the authorities which has placed the purchase order and the price payable under this purchase order the stores supplied after the purchase order and the price payable under this purchase order for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

c) The contractor shall furnish to the consignee/paying authority concerned of this purchase order the following certificate along with the invoice for the supplies effected under this PO:

I/WE certify that the stores of description identical to the stores supplied to the consignee concerned under this purchase have not been sold by me/us to any other BEML office/division from the commencement of the contract up to the period of completion of delivery at a price lower than the price charges to the consignee concerned of this Purchase order.

d) Failure in submission of the aforesaid certificate by the contractor will result in withholding of the payment of their bills against supplies if any.

24. Firms are requested to indicate their acceptance to the above Terms & Conditions.

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**NOTE :-**

- 1) In e- Bidding system - If you need any type of assistance, Please contact Mr. Krishna Mohan ( Ph No – 080-22963269 / 22963141 & Email – admin.srm@beml.co.in ) .
- 2) Please contact given below mail IDs for any type of technical clarification.  
 i) ese@beml.co.in & ii) em5@beml.co.in

Attachments:

Digital Signature

Bid invitation details

Item	Product Price Condition	Description	Vendor product number	Delivery date/ performance period	Quantity
1		LTA FOR SIEMENS SWITCH GEARS % DISCOUNT			1 AU

**Item long text:**

Firms have to indicate % DISCOUNT ONLY IN BASIC PRICE CONDITION  
 (Same % Discount will be applicable on Siemens Price List for all the items)

LTA FOR SUPPLY OF SIEMENS SWITCH GEARS FOR A PERIOD OF 2 YEARS

LONG TERM CONTRACT FOR SIEMENS LV SWITCH GEARS COMPRISING OF CONTACTORS, RELAYS, STARTERS, FUSES, MCBs, MPCBs, MCCBs, INDICATION LAMPS AND SPARES FOR THE SWITCH GEARS etc FOR THE PERIOD OF TWO YEARS.

Basic Price	INR	_____
CGST - Central GST	%	_____
IGST -Integrated GST	%	_____
SGST - State GST	%	_____
UTGST	%	_____