

# REQUEST FOR QUOTATION



BHARAT HEAVY ELECTRICALS LIMITED  
Electronics Division  
PB No. 2606, Mysore Road Bangalore - 560026  
INDIA

RFQ NUMBER:  
CKGOT00044

MMI:PU:RF:003

(address for communication) :

(for all correspondence)

Purchase Executive : CHANDRA KANT KUMAR  
Phone : 08026989133  
Fax :  
E-mail: ckgupta@bhel.in

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	CN9063831056 TRANSISTOR PNP BD442 TO-126 * HSN/SAC : 8541 Mfr Part No.- BD442 Vendor - SGS THOMSON MICROELECTRONICS Mfr Part No.- BD442G Vendor - ON SEMI CONDUCTOR Mfr Part No.- BD442STU Vendor - ON SEMI CONDUCTOR Certificate Of Conformance TRANSISTOR POWER BD442 TO-126 Vcbo:80 Vceo:80 36W Ic: 4 A POLARITY: PNP Hfe: 15 Ft: 3 MHz  OEM PACKING ONLY DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE	250	NO	250	10.12.2026
2	CN9063831102 TRANSISTOR NPN BD441 TO-126 * HSN/SAC : 8541 Mfr Part No.- BD441 Vendor - SGS THOMSON MICROELECTRONICS Mfr Part No.- BD441G Vendor - ON SEMI CONDUCTOR Mfr Part No.- BD441STU Vendor - ON SEMI CONDUCTOR Certificate Of Conformance TRANSISTOR POWER BD441 TO-126 Vcbo:80 Vceo:80 36W Ic: 4 A POLARITY: NPN Hfe: 15/ Ft: 3 MHz  OEM PACKING ONLY DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE BHEL'S WRITTEN APPROVAL IS REQUIRED	400	NO	400	10.12.2026

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

**NOTES:**

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For and On behalf of BHEL.

CHANDRA KANT KUMAR  
Sub-Assembly

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
<b>IN CASE OF ANY DEVIATION FROM THE ABOVE</b>					
3	CN9063847017 TRANSISTOR NPN BCX56-16BL SOT-89 * HSN/SAC : 8541 Mfr Part No.- BCX56-16BL Vendor - PHILIPS SEMICONDUCTORS / NXP Doc No.- PROP_REF:PHL.1-05/15/04 Rev - 00 Certificate Of Conformance "TRANSISTOR/SMD BCX56-16BL BLISTER TAPE 8MM/3K DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."	706	NO	706	10.09.2026
4	CN9063924011 TRANSISTOR IRFD120POWER MOSFET * HSN/SAC : 8541 Mfr Part No.- IRFD120 Vendor - INTERNATIONAL RECTIFIER CO.(GB) LTD Mfr Part No.- IRFD120 Vendor - ON SEMI CONDUCTOR Mfr Part No.- IRFD120 Vendor - INTERSIL INC Mfr Part No.- IRFD120 Vendor - VISHAY INTER TECHNOLOGY ASIA PTE. L Certificate Of Conformance TRANSISTOR IRFD120 POWER MOSFET	2	NO	2	30.06.2026
5	CN9065462074 IC LIN ANALOG SW QUAD DG201ABK DIP-16 * HSN/SAC : 8542 Mfr Part No.- DG201ABK Vendor - MAXIM INTEGRATED PRODS INC Mfr Part No.- DG201ABK Vendor - VISHAY INTER TECHNOLOGY ASIA PTE. L Mfr Part No.- LTC201ACN Vendor - LINEAR TECHNOLOGY CORPORATION Mfr Part No.- ADG201AKN Vendor - ANALOG DEVICES BV Mfr Part No.- ADG201AKNZ Vendor - ANALOG DEVICES BV Certificate Of Conformance	50	NO	50	10.01.2027

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
	"IC LIN DG201ABK SWITCH QUAD DIP C -25 TO 85°C ""DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.""				
6	CN9065488219 IC LIN VOLT REG POS FIX 12V LM340T-12 * HSN/SAC : 8542 Mfr Part No.- L7812CV Vendor - SGS THOMSON MICROELECTRONICS Mfr Part No.- LM340T-12 Vendor - TEXAS INSTRUMENTS Certificate Of Conformance "IC LIN VOLT REG POS FIX 12V,TO-220 LM340T-12 ""DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.""	50	NO	50	20.02.2027
7	CN9065809015 IC DGTL CMS QUAD 2 I/P NOR GATE 4001B * HSN/SAC : 8542 Mfr Part No.- CD4001BE Vendor - HARRIS SEMICONDUCTOR Mfr Part No.- MC14001BCP Vendor - ON SEMI CONDUCTOR Mfr Part No.- CD4001BCN Vendor - NATIONAL SEMICONDUCTORS Mfr Part No.- CD4001BE Vendor - TEXAS INSTRUMENTS Mfr Part No.- CD4001BCN Vendor - ON SEMI CONDUCTOR Certificate Of Conformance "IC DGTL CD4001BE  CMS ""DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth	80	NO	80	20.02.2027

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	Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."""				
8	CN9065821015 IC IF CMS QUAD 2I/P NAND SCHMT TRG 4093B * HSN/SAC : 8542 Mfr Part No.- CD4093BE Vendor - TEXAS INSTRUMENTS Mfr Part No.- CD4093BEE4 Vendor - TEXAS INSTRUMENTS Mfr Part No.- CD4093BCN Vendor - ON SEMI CONDUCTOR Certificate Of Conformance IC DGTL CD4093BE CMS "DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE.OEM/AUTH DISTRIBUTOR COC IS MANDATORY. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."	150	NO	150	20.02.2027
9	CN9066081066 IC DGTL HCMS 2 I/P AND GATE 74HC08 SMD * HSN/SAC : 8542 Mfr Part No.- CD74HC08M Vendor - TEXAS INSTRUMENTS Mfr Part No.- SN74HC08D Vendor - TEXAS INSTRUMENTS Mfr Part No.- MC74HC08AD Vendor - ON SEMI CONDUCTOR Mfr Part No.- 74HC08D Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- MM74HC08M Vendor - ON SEMI CONDUCTOR DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE.OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.	500	NO	500	10.09.2026
10	CN9066081236 IC IF HCMS NAND SCHMT TRG 74HC132 SMD * HSN/SAC : 8542 Mfr Part No.- CD74HC132M Vendor - TEXAS INSTRUMENTS Mfr Part No.- SN74HC132D Vendor - TEXAS INSTRUMENTS Mfr Part No.- MC74HC132AD Vendor - ON SEMI CONDUCTOR Mfr Part No.- 74HC132D Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- MM74HC132M Vendor - ON SEMI CONDUCTOR	2,183	NO	2,183	10.12.2026

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
	Certificate Of Conformance "IC DGTL HCMOS MC74HC132AD SMD, SMD QUAD2I/P NAND SCH SO ""DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."""				
11	CN9066081791 IC DGTL HCMS LEVEL TRANSLTR 74HC4050 SMD * HSN/SAC : 8542 Mfr Part No.- 74HC4050D Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- CD74HC4050M Vendor - TEXAS INSTRUMENTS Mfr Part No.- MC74HC4050D Vendor - ON SEMI CONDUCTOR Mfr Part No.- MM74HC4050M Vendor - ON SEMI CONDUCTOR Certificate Of Conformance "IC DGTL HCMOS MC74HC4050D, SMD HEX LEVEL SHIFT SO ""DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."""	350	NO	350	10.09.2026
12	CN9066303018 IC IF CMS QUAD LINE DRVR 1488 * HSN/SAC : 8542 Mfr Part No.- MC1488N Vendor - TEXAS INSTRUMENTS Mfr Part No.- SN75188N Vendor - TEXAS INSTRUMENTS Mfr Part No.- MC1488P Vendor - ON SEMI CONDUCTOR Mfr Part No.- MAX1488ECPD Vendor - MAXIM INTEGRATED PRODS INC Certificate Of Conformance IC IF MC1488P "DATE CODE TO BE LESS THAN 24 MONTHS FROM	50	NO	50	10.01.2027

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	INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."				
13	CN9751142229 THYRTR 8A 400 V CS3-04 * HSN/SAC : 8541 Mfr Part No.- THYRISTOR CS3-04 Vendor - ABB POWER AUTOMATION LTD Mfr Part No.- MCR 218-6 Vendor - ON SEMI CONDUCTOR Certificate Of Conformance THYRISTOR CS3-04	115	NO	115	10.08.2026
14	DV0692030069 DC-DC CONVERTER ±15V/ 1.35A/ 9-36VDC,40W * HSN/SAC : 8536 Mfr Part No.- TEN40-2423WI Vendor - TRACO ELECTRONIC AG "DC-DC CONVERTER ±15V/1.35A/9-36VDC,40W MFR P/N: TEN40-2423WI DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."	2	NO	2	30.06.2026
15	DV0692030140 IC DUAL MONO MULTIVIBRATOR SMD CMOS * HSN/SAC : 8542 Mfr Part No.- CD14538BM Vendor - TEXAS INSTRUMENTS Mfr Part No.- MC14538BDG Vendor - ON SEMI CONDUCTOR Mfr Part No.- HEF4538BT Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- CD4538BCM Vendor - ON SEMI CONDUCTOR IC DUAL MONO DATE CODE OF THE ITEMS SUPPLIED SHALL BE LESS THAN OR EQUAL TO 24 MONTHS FROM THE PO DATE. OEM/AUTH DISTRIBUTOR COC IS MANDATORY. PRIOR APPROVAL TO BE TAKEN UP BY VENDOR IN CASE OF ANY DEVIATION FROM THIS CLAUSE.	144	NO	144	20.02.2027

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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
16	DV0692030441 OPTOCOUPLER VO610A * HSN/SAC : 8542 Mfr Part No.- VO610A-1X019T Vendor - VISHAY INTER TECHNOLOGY ASIA PTE. L "OPTOCOUPLER VO610A DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."	270	NO	270	20.02.2027
17	DV0692080023 IC Lin Opamp Quad LT1014 * HSN/SAC : 8542 Mfr Part No.- LT1014CN Vendor - LINEAR TECHNOLOGY CORPORATION Mfr Part No.- LT1014CN Vendor - TEXAS INSTRUMENTS Mfr Part No.- MXL1014CN Vendor - MAXIM INTEGRATED PRODS INC Mfr Part No.- LT1014CN#PBF Vendor - ANALOG DEVICES BV Mfr Part No.- LT1014CNE4 Vendor - TEXAS INSTRUMENTS Mfr Part No.- LT1014CN#PBF Vendor - ANALOG DEVICES BV Certificate Of Conformance	10	NO	10	10.01.2027
18	DV0692221816 IC-HCMS OCT TS BUFER 74HC244 SMD * HSN/SAC : 8542 Mfr Part No.- SN74HC244DW Vendor - TEXAS INSTRUMENTS Mfr Part No.- MC74HC244ADWR2 Vendor - ON SEMI CONDUCTOR Mfr Part No.- 74HC244D Vendor - PHILIPS SEMICONDUCTORS / NXP IC-HCMOS*74HC244*S MC74HC244ADWR2 DRG:HETN400790P0392 PACKING DETAILS: TAPE&REEL DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE.OEM/AUTH DISTRIBUTOR COC IS MANDATORY. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.	100	NO	100	20.02.2027

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
19	DV0692320067 IC OCT BUS TRANSCVR 74FCT245 SOIC20 SMD * HSN/SAC : 8542 Mfr Part No.- IDT74FCT245ATSOG Vendor - RENESAS TECHNOLOGY SINGAPORE PTE. L Mfr Part No.- IDT74FCT245ATSOG8 Vendor - RENESAS TECHNOLOGY SINGAPORE PTE. L Certificate Of Conformance DATE CODE TO BE LESS THAN 36 MONTHS FROM INVOICE DATE. VENDOR TO PROVIDE OEM/ AUTHORISED DISTRIBUTOR COC ALONG WITH MATERIAL SUPPLY. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE	20	NO	20	30.06.2026
20	DV0692320369 IC OPTO ISOLATOR 4N36 SMD * HSN/SAC : 8542 Mfr Part No.- 4N36-X007 Vendor - VISHAY INTER TECHNOLOGY ASIA PTE. L Mfr Part No.- 4N36-300E Vendor - BROADCOM LIMITED Mfr Part No.- 4N36-X009 Vendor - VISHAY INTER TECHNOLOGY ASIA PTE. L Mfr Part No.- 4N35-300E Vendor - BROADCOM LIMITED Mfr Part No.- 4N36-X009 Vendor - ON SEMI CONDUCTOR Certificate Of Conformance TO BE SUPPLIED IN OEM PACKING ONLY. DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF DEVIATION FROM THE ABOVE.	200	NO	200	20.06.2026
21	DV0692340572 IC 3-8 DECODER SN74HC138D SOIC16 S * HSN/SAC : 8542 Mfr Part No.- SN74HC138D Vendor - TEXAS INSTRUMENTS Mfr Part No.- MM74HC138M Vendor - ON SEMI CONDUCTOR Certificate Of Conformance MA PART NO: 60713806,0 ROHS DEVICE WITH	1,000	NO	1,000	10.01.2027

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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
	BACKWARD COMPATIBILITY. OEM PACKING ONLY. DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/AuthDistributor COC is mandatory.BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.				
22	DV0692411674 MOSFET N-CH 20V 0.1R FDN335N SOT23 SMD * HSN/SAC : 8541 Mfr Part No.- FDN335N Vendor - ON SEMI CONDUCTOR Mfr Part No.- FDN335N Vendor - ON SEMI CONDUCTOR Certificate Of Conformance OEM PACKAGING ONLY. DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE.BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE  Loose packets and boxes not acceptable Tape and Reel only	3,000	NO	3,000	20.06.2026
23	DV0692420525 TRANSTR NPN DARL MJD122 8A 100V SMD DPAK * HSN/SAC : 8536 Mfr Part No.- MJD122G Vendor - ON SEMI CONDUCTOR Mfr Part No.- MJD122T4G Vendor - ON SEMI CONDUCTOR Mfr Part No.- MJD122 Vendor - ON SEMI CONDUCTOR ROHS DEVICE WITH BACKWARD COMPATIBILITY. OEM PACKING ONLY. DATE CODE TO BE LESS THAN 36 MONTHS FROM INVOICE DATE. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.  Date-code and decoding information of the date-code to be made available along with the item	12	NO	12	10.08.2026
24	ED7465611970 TRANSISTOR PNP BCX71H SOT23 BL TAPE 3K * HSN/SAC : 8541	2,620	NO	2,620	10.09.2026

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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
	Mfr Part No.- BCX71H Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- BCX71H Vendor - INFINEON TECHNOLOGIES ASIA Mfr Part No.- BCX71H Vendor - ON SEMI CONDUCTOR Certificate Of Conformance "TRANSISTOR PNP SMD BLISTER TAPE 8MM/3K BCX71H DATE CODE TO BE LESS THAN 48 MONTHS FROM INVOICE DATE.OEM/AUTHORISED DISTRIBUTOR COC IS MANDATORY. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE"				
25	ED7467700075 IC DIGITAL BUFFER SN74LVC2G34DBVR SMD * HSN/SAC : 7318 Mfr Part No.- SN74LVC2G34DBVR Vendor - TEXAS INSTRUMENTS Mfr Part No.- 74LVC2G34W6-7 Vendor - DIODES INCORPORATED Certificate Of Conformance Collaborator ref: LD094322	100	NO	100	20.06.2026
26	EN7467004923 IC LIN VOLT REG POS ADJ LM723CD * HSN/SAC : 8542 Mfr Part No.- LM723CD Vendor - SGS THOMSON MICROELECTRONICS Mfr Part No.- UA723CD Vendor - TEXAS INSTRUMENTS Certificate Of Conformance IC LIN VLTG.REG ADJ. S0-14 SMD LM723CD	700	NO	700	10.09.2026
27	EN7467033982 IC LIN COMPARATOR QUAD LM339DR * HSN/SAC : 8542 Mfr Part No.- LM339D Vendor - ON SEMI CONDUCTOR Mfr Part No.- LM339D Vendor - SGS THOMSON MICROELECTRONICS Mfr Part No.- LM339DR Vendor - NATIONAL SEMICONDUCTORS Certificate Of Conformance IC LIN CMPRTR SMD LM339DR	583	NO	583	10.12.2026
	EN7467074964 IC LIN VOLTAGE REF 2.5V MC1403U	100		100	10.12.2026

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES:

- This RFQ is governed by:
    - INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions)
    - Any other specific Terms and Conditions mentioned.
  - Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- \* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

CHANDRA KANT KUMAR  
Sub-Assembly

10 OF 12

## REQUEST FOR QUOTATION



BHARAT HEAVY ELECTRICALS LIMITED  
Electronics Division  
PB No. 2606, Mysore Road Bangalore - 560026  
INDIA

RFQ NUMBER:  
CKGOT00044

MMI:PU:RF:003

(address for communication) :

(for all correspondence)

Purchase Executive : CHANDRA KANT KUMAR  
Phone : 08026989133  
Fax :  
E-mail: ckgupta@bhel.in

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
28	* HSN/SAC : 8542 Mfr Part No.- MC1403U Vendor - MOTOROLA SEMICONDUCTORS INC Mfr Part No.- MC1403U Vendor - ON SEMI CONDUCTOR Mfr Part No.- SG2503Y Vendor - MICROSEMI IRELEND Mfr Part No.- MC1403BP1 Vendor - ON SEMI CONDUCTOR Certificate Of Conformance IC LIN MC1403U VOLREF DIP 8P MC1403U		NO		
29	EN7467231873 IC DGTL HCMS DATA SELECTOR 74HCT251 * HSN/SAC : 8542 Mfr Part No.- 74HCT251N Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- CD74HCT251E Vendor - TEXAS INSTRUMENTS "IC IF 8 INPUT MULTIPLEXER PC74HCT251 ""DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE."" "	160	NO	160	10.08.2026
30	EN7467531923 IC DGTL TTL ADDRBLE LATCH 74HC259 SMD * HSN/SAC : 8542 Mfr Part No.- 74HC259D Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- MC74HC259D Vendor - ON SEMI CONDUCTOR Mfr Part No.- MM74HC259M Vendor - ON SEMI CONDUCTOR Certificate Of Conformance DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE. OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.	528	NO	528	20.02.2027
	EN7467541910 IC DGTL HCMS 14 BIT BINARY CNTR 74HC4020	236		236	10.09.2026

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

**NOTES:**

1. This RFQ is governed by:
    - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions)
    - b) Any other specific Terms and Conditions mentioned.
  2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- \* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

CHANDRA KANT KUMAR  
Sub-Assembly

11 OF 12

## REQUEST FOR QUOTATION



BHARAT HEAVY ELECTRICALS LIMITED  
Electronics Division  
PB No. 2606, Mysore Road Bangalore - 560026  
INDIA

RFQ NUMBER:  
CKGOT00044

MMI:PU:RF:003

(address for communication) :

(for all correspondence)

Purchase Executive : CHANDRA KANT KUMAR  
Phone : 08026989133  
Fax :  
E-mail: ck Gupta@bhel.in

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
31	* HSN/SAC : 8542 Mfr Part No.- MC74HC4020AD Vendor - ON SEMI CONDUCTOR Mfr Part No.- 74HC4020D Vendor - PHILIPS SEMICONDUCTORS / NXP Mfr Part No.- MM74HC4020M Vendor - ON SEMI CONDUCTOR Certificate Of Conformance DATE CODE TO BE LESS THAN 24 MONTHS FROM INVOICE DATE.OEM/Auth Distributor COC is mandatory. BHEL'S WRITTEN APPROVAL IS REQUIRED IN CASE OF ANY DEVIATION FROM THE ABOVE.		NO		

Total Number of Items - 31

- 1.
- 2.

### TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS


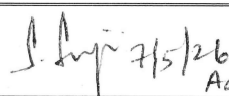
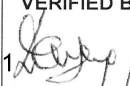
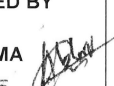
**NOTES:**


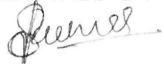

1. This RFQ is governed by:
    - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
    - b) Any other specific Terms and Conditions mentioned.
  2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- \* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

CHANDRA KANT KUMAR  
Sub-Assembly

12 OF 12

 <b>EDN BANGALORE</b>	<b>PRE - QUALIFICATION CRITERIA</b>		406 / PQC / SL OT_1
	<b>Applicable for all items of RFQ except SI no. 28</b>		REV NO 00
			PAGE 01 OF 01
<b>COPY RIGHT AND CONFIDENTIAL</b> The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	RFQ Number:		
	Material Code:		
	Sl.No.	<b>CRITERIA</b>	<b>COMPLIED</b>
	1	<b>Bidder should be</b>  a) Original Equipment Manufacturer(OEM)  b) Authorized Distributor of OEM  c) General dealer (General Dealer should procure the items directly either from OEM or Authorized Distributor)  <b>Note : Bidder to fill the appropriate check box</b>	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>
	2	It is certified that Item(s) will be supplied by OEM / will be supplied by procuring directly either from OEM or Authorized Distributor.	Yes / No
	3	<b>Documents to be submitted during material supply</b>  a) OEM : Certificate of Conformance(COC) b) Authorized Distributor : OEM COC / Authorized Distributor COC c) General Dealers : OEM COC / Authorized Distributor COC / Dealer COC with Certificate on vendor's letterhead certifying procurement from OEM / Authorized Distributor.	Yes / No
4	The supplier shall offer only for the specified part number and make as per RFQ (Request For Quotation). If there are any queries regarding specification, it is supplier's responsibility to get the same clarified from the purchaser before submitting the offer.	Yes / No	
5	In case of rejection during usage of item in production, Vendors shall support for conducting failure analysis. In case the outcome of failure analysis is "manufacturing defect", vendor has to replace the item within mutually agreed period.	Yes / No	
		APPROVED BY: SUJA. S	 AGM/SAE
		VERIFIED BY: DKP / SK  SDGM-SAE	PREPARED BY ABHIJIT MA  Mgr-SAE
			DATE 07.05.2026

	PRE QUALIFICATION CRITERIA		PQC : 406-IND-ELEC-OBS	
	<b>Applicable for RFQ item SI no. 28 only</b>		PAGE 01 OF 01	
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	Sl. No.	CRITERIA	DOCUMENT REQUIRED	
	1	The bidder should be Original Equipment Manufacturer (OEM) / Authorised Distributor of OEM / General dealer.		
	2	Documents to be submitted along with technical Bid		
	2.1	OEM	-	
	2.2	Authorised Distributor	Proof of Authorisation.	
	2.3	General dealers:	Compliance to point 3.3 should be clearly stated in the Offer.	
	3	Documents to be submitted during material supply:		
	3.1	OEM	Certificate of Conformance	
	3.2	Authorised Distributor	OEM/ Distributor COC	
	3.3	General dealers:	1) OEM / Authorised Distributor / Dealer COC. 2) Certificate on vendor's letter head for free replacement in case of functional issues.	
REVISION : 00		PREPARED BY  SDGM/SAE		
		APPROVED BY  AGM/SAE		ISSUED
				DATE 22/04/2026

# COMMERCIAL TERMS & CONDITIONS

To be mandatory filled in YES/No or Not applicable (NA)		(YES/No/NA)	Remarks (if, any)
1	<b>Payment terms:</b> (For any deviation Loading factor will be applicable above the quoted rate)		
1.A	<b>For Quote in INR:</b> BHEL standard payment terms is <u>100% direct payment with 45 days credit from the date of Receipt of material for Door delivery to BHEL stores.</u>		
1.B	<b>For Quote in other than INR:</b> BHEL standard payment terms is <u>100% of PO value will be paid against Usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents.</u>		
2	<b>Delivery Terms:</b>		
2.A	<b>For Quote in INR:</b> Delivery Terms: BHEL Standard delivery is <u>BHEL DDL-EDN BANGALORE:</u>		
2.B	<b>For Quote in other than INR:(Vendor to mention INCO Terms like FCA/EX-Works)</b>		
3	<b>Penalty terms for Delayed Delivery:</b> 10% loading factor for not accepting the penalty.		
3.1	BHEL standard Penalty Terms is accepted for delayed delivery		
4	<b>Offer validity: 90 Days</b>		
5	<b>Delivery lead time (In Weeks)</b>		
6	<b>GFR Certificate attached</b>		
7	<b>MII Certificate attached</b>		
8	<b>Other terms &amp; Conditions as per NIT</b>		
9	<b>Mention the Government E-Marketplace (GeM) Seller ID (Mandatory for placing PO worth Rs. 25 Lakhs &amp; above) Applicable for only INDIAN VENDORS</b>		
10	<b>PO Delivery:- As per Vendor Quoted Delivery or RFQ Indicated Delivery whichever is later.</b>		

**Note-1:** MII certificate: For this tender, Non-Local supplier whose local content is less than 20% are eligible to participate. Purchase preference for MII will be given to class –I Local supplier. Please refer GOI circular No. P-45021/2/2017-PP (BE-II) dtd. 16/09/2020 for detail of purchase preference. For vendors not submitting MII Document, it will be considered as 0% local content.

**On Bidder Letter Head**

**Date:**

To,

M/s Bharat Heavy Electricals Ltd.  
Electronics Division, Mysore Road,  
Bangalore – 560026

**Sub:** Model Clause / Certificate as per Annex-III (Tenders) of Restrictions Under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, Dated 23.07.2020.

**Ref:** BHEL Tender / RFQ / NIT Number .....

I..... **[Write name of Authorized person]**  
Authorized signatory for M/s ..... **[Write Company Name]** have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India , we certify that this bidder M/s .....**[Vendor Name & address]** is not from such a country or , if from such a country **[Tick appropriate option & cut the other one]**, has been registered with the competent authority . We hereby certify that we fulfill all requirements in this regard and is eligible to be considered **[attach evidence of valid registration certificate with competent authority]**.

For M/s .....

Authorized Signatory  
(with company seal & Name)

**On Bidder Letter Head**

**Date:**

To,

M/s Bharat Heavy Electricals Ltd.  
Electronics Division, Mysore Road,  
Bangalore – 560026

**Sub:** Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 13.06.2020.

**Ref:** BHEL Tender / RFQ / NIT Number .....

I..... (authorized signatory for M/s .....) a 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content percentage is .....

The address is as below, where the local content / value addition is made:

[Factory Address]

For M/s .....

Authorized Signatory  
(with company seal & Name)

## **RFQ TERMS & CONDITIONS**

### **Following points are to be noted before submitting your offer.**

1- Important Notice: Request you to go through terms and conditions before submitting quote.

a) INSTRUCTIONS TO BIDDERS/SELLERS (**Doc No :BHEL:EDN:ITB-SHOP: Rev 04**) available at <https://edn.bhel.com/assets/img/rfq/ITBGCC.pdf> (RFQ-PO Terms & Conditions)

b) GENERAL CONDITIONS OF CONTRACT FOR PURCHASE (**Doc no: BHEL: EDN: GCC-SHOP: Rev 02**) available at <https://edn.bhel.com/assets/img/rfq/ITBGCC.pdf> (RFQ-PO Terms & Conditions)

c) Any other specific Terms and Conditions mentioned.

d) **FOR THIS PROCUREMENT, PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**, Order 2017 dated 15.06.2017, 28.05.2018 and revision dated 16<sup>th</sup> September 2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

<https://dipp.gov.in/public-procurements>

e) **FOR THIS PROCUREMENT (GFR)**, Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO against this NIT.

<https://www.mea.gov.in/>

#### **f) PURCHASE PREFERENCE FOR MSE VENDORS:**

MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided: -

i. The MSE vendor matches the L1 price. ii. L1 price is from a non MSE vendor.

iii. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).

iv. 3% of the 25% will be earmarked for women owned MSEs.

v. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (i) & (ii) are fulfilled.

vi. In case where no SC/ST category firms are meeting the conditions mentioned in (i) and (ii) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.

vii. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items/quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1. Such information that tendered quantity will not be split shall be indicated in the RFQ.

2- Bidders should mention GSTN number of the place of supply and HSN (Harmonized System of Nomenclature)/SAC (Services Accounting Code) number in the offer. In case both supply and service are involved, GSTN no of the place of supply for services shall also be mentioned separately in the offer if different.

3- This is TWO PART BID tender. BIDDERS are requested to send "Techno Commercial Bid" AND "Price BID" separately. For more details, please refer point 2.b in attached RFQ Terms and conditions document

4- Penalty for delayed delivery is applicable for this Enquiry. If it is not mentioned explicitly it will be assumed as acceptance.

5- Offers with ADVANCE PAYMENT are liable for rejection

6- If only "Sight Draft" is mentioned it will be considered as "Sight Draft with 45 days"

7- In case of not interested in submitting quotation, please send the regret letter which is essential for our records.

8- Please indicate complete part number in your quotation and make, else your quotation might be rejected.

9- **Please quote for our RFQ quantity and for MOQ (if any). Offers with high MOQ may not be accepted.**

10- Material has to be supplied in manufacturer's pack in sealed condition (Refurbished/ pulled out parts are not accepted).

11- The evaluation currency for this RFQ shall be INR.

12- Documents Required from Foreign Bidders: -

#### **I - Documents needed for consignments to be picked**

1. Airfreight request format.
2. Invoice
3. Packing list
4. PO copy

#### **II - Documents to be submitted to SBI & Soft copy of the same to be shared to concerned purchase officer,**

1. Covering letter
2. Invoice
3. Packing list
4. AWB

#### **III - Tax compliance documents – Every Financial Year.**

1. Form 10F – shall be furnished electronically and shall be verified in the manner prescribed under sub-rule (1) of Rule 131
2. No PE/BC
3. Tax Residency Certificate (TRC)

13- **SUVIDHA Portal:** -

***" For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch/raising invoice. All documents as per contract checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist . The Invoice will not be accepted in absence of the above."***

**14- Conflict of interest:** - "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

## 15. Force Majeure:

15.1. "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties and Prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

15.2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

15.3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

- 15.4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 15.5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- i) Constitute a default or breach of the Contract.
  - ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 15.6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

## 16. SETTLEMENT OF DISPUTE:

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 16.1.

### 16.1. CONCILIATION:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

#### Note:

Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/Entities/ agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

### 16.2. ARBITRATION:

#### 16.2.1.

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 15.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution "**Arbitration & Conciliation Centre, Bengaluru (Domestic & International)**" and such dispute to be adjudicated by Sole Arbitrator

appointed in accordance with the **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012.**

16.2.2.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

16.2.3.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the "**Arbitration & Conciliation Centre, Bengaluru (Domestic & International)**" and that dispute shall be adjudicated in accordance with their respective Arbitration Rules **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012.** The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

16.2.4.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

16.2.5.

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.

16.2.6.

Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bengaluru, Karnataka only.

16.2.7.

Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

16.2.8.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

16.2.9.

In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

16.2.10.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 15.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

16.2.11.

**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

## **17. JURISDICTION:**

This contract shall be governed by the Law for the time being in force in the Republic of India.

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract. In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Bengaluru, Karnataka only shall have the Jurisdiction.

## **18. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

### **18.1. BREACH OF CONTRACT:**

The following shall amount to breach of contract:

- i.** Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii.** The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii.** The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv.** The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v.** Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi.** Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii.** Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii.** Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix.** Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- x.** Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

**Note:**

Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

**18.2. REMEDIES IN CASE OF BREACH OF CONTRACT:**

- i. Wherein the period as stipulated in the notice issued under clause 17.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
  - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
  - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

**19. OVER RUN CHARGES**

No Overrun charges are applicable.

## **20. ORDER OF PRECEDENCE**

The Purchase Order along with its Annexures the NIT, its amendments /corrigendum's shall all together constitute the entire contract between the Parties and shall be complementary to one another. In case of any contradiction, the order of precedence shall be as below:

- a. Purchase Order along with its Annexures
- b. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- c. NIT

## **21. OTHER POINTS**

Vendor should follow the agreed tender term (Cl. no. 28.0 of NIT) strictly: -- "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)".

All other terms & conditions not covered here shall be as per those specified in the tender document (NIT) along with TCNs including Technical Specification, Specific Conditions of Contract & General Conditions of Contract.

- i. In case of negotiation, validity of offer shall be 60 days from receipt of revised /negotiated final price or 90 days from Part-I opening, whichever is later.
- ii. Offers with shorter validity than above are liable to be rejected.

## **22. NO INTEREST PAYABLE TO CONTRACTOR**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

## **23. LIQUIDATED DAMAGE**

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.