



Bharat Electronics Limited, Bangalore

Request for Quotation

Title: 157mm MultiCrystalline silicon Solar cells

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PART A
TECHNO-COMMERCIAL BID

A1
SPECIFICATION

A. TECHNICAL SPECIFICATIONS

Scope of supply: Supply of **157mm MultiCrystalline silicon Solar cells** as per the technical specifications mentioned below.

Quantity: 6,09,550 Nos.

Description	Requirements
Cell Type	6 Inch Sq Multi Crystalline Silicon Solar Cells
Cell Power	≥ 4.56 Wp
Dimensions	157 mm X 157mm (± 0.25mm)
Thickness of cell	Minimum 180 microns
Front Side (-)	Textured, blue Anti-Reflective Coating(Silicon Nitride) 5 Bus bars, 0.7 ± 0.05 mm/0.8± 0.05 mm wide, Silver.
Back Side (+)	5BB, 1.8 ± 0.2 mm wide, Aluminium (Back Surface Field)
Busbar Distance (Front & Rear)	31.2 ± 0.1 mm
Pre-dispatch Inspection	BEL shall carry out sample inspection of cells at vendor's premises before giving clearance for supply Quality plan for inspection (QAP) of solar cells shall be shared by BEL prior to placement of firm order

Note:-

- a. Vendor shall quote for A-Category of solar cells.
- b. Vendor should submit technical compliance statement for the above specifications.

B. OTHER REQUIREMENTS:

1. **TEST REPORT** :Test certificates has to be sent along with the consignment. Test certificate should also indicating **Power output, Voltage, Current, Efficiency, Fill factor & Temperature Co-Efficient of cells.**
2. **DCR Requirement** :Documents for Proof of Solar cells being domestically manufactured shall be submitted along with the quote.
3. **DELIVERY:** For, B.E.L, Jalahalli, Bangalore-560 013. Items to be delivered at Solar Products& Systems IGStores, Components SBU, Jalahalli P.O., Bangalore-560013 at suppliers cost.

4. PACKAGING REQUIREMENTS:

- a) To be supplied in boxes and suitably packed to avoid damage in transit.
- b) Cells shall be kept sealed in polythene / polypropylene sachets.
- c) Each sachet shall have not more than 100 Cells with a label giving information Manufacturer name, Cell Type, Lot no. Efficiency, Class, Color, Quantity and Date.
- d) Sachets shall be packed in thermo Cole boxes with soft spacers on both ends or in polyethylene foam packing to absorb transit handling shocks. Final packing shall be in carton/wooden cases for easy handling.
- e) One box should contain solar cells in power band of **0.05 Watts**

IMPORTANT NOTE

1. The bids of vendors who have defaulted on supplies against the Purchase Orders placed by BEL earlier, shall be liable for disqualification even though they quote against this tender.
2. Vendor should supply minimum **500 Nos.**of Cells to BEL (samples of **≥4.56Wp** cells should meet the module output of **≥ 325 Wp**) for approval, before bulk supply.

A2

GENERAL TERMS AND CONDITIONS

General Terms & Conditions:

1. Quotation to be submitted in two bids;
 1. Techno-Commercial Bid – Containing the relevant technical details indicating confirmation to technical and commercial conditions.
 2. Price Bid – containing the price quotation with other allied issues.
3. The Price bids of only those vendors 'whose Techno-commercial bids are accepted' shall be opened.
4. Order of preference of options: In case BEL specification contains optional requirements, the order of preference of options will be as per the serial number listed in the specification. Removal of options in case not required will be only from the bottom as per the discretion of BEL.
5. Cost to BEL and compliance to RFQ conditions would be the basis while evaluating L1. BEL reserves the right to reject any/all or part of bids and cancel the tender without assigning any reason whatsoever.
6. Bid Validity: Minimum 60 days from the closing date.
7. Payment Term: 90% by T/T against delivery of the system. Balance 10% against submission of PBG for 3% of the PO value valid till the end of warranty period.
8. Integrity Pact has to be signed if bid value is Rs. 3Cr (INR 30 Million) or above.

(Please refer SRM portal for more details.)

9. Delivery schedule: If not specified otherwise, delivery period quoted will be considered as per calendar weeks inclusive of all the week-off and holidays.
10. Standard Liquidated Damages (LD) for late delivery is applicable Minimum @ 0.5% of the total value per week or part of a week thereof subject to a maximum of 10%.
11. Inco Term Preferred:
 1. INR orders: FOR, BEL Bangalore
 2. Foreign orders: F.O.B/F.C.A– Indicating the Air or Sea port of shipment.

3. DAP, destination charges (Foreign quotes) may be indicated in Price Bid separately as an option. In case not provided, additional freight cost will be considered as per BEL norms to arrive at total landed cost.
4. Normal Cargo dimension: 120X75X62 Inches OR 304X190X157 cm. For OD (Over Dimension) cargo prior intimation (at least 12 days before) with invoice, packing list to be provided before dispatch. Cargo to be handed over to assigned freight forwarder after confirmation from BEL.
5. In case supplier is entitled to any concession in duties, same may be mentioned during quotation.
6. First time suppliers to BEL or in case of any change, provide complete bank account details along with quotation.

For complete applicable T&C, refer SRM Portal. (<https://srm.bel.co.in>)

Note:

1. Requirement as per Specification document supersedes General Terms & Conditions in case of contradiction.
2. Any deviation from Bid terms to be clearly indicated in the quotation

PART B
PRICE BID FORMAT

Price Bid

Enquiry Reference No: _____

Date: _____

SUPPLIER NAME & ADDRESS					
SI No	Item Description	Quantity in Numbers	Unit price	Applicable Taxes & Duties	Total Price
1	157mm MultiCrystalline silicon Solar cells	6,09,550 Nos			
OTHER T&C					
B1	Payment Term				
B2	Inco-Term				
B3	Delivery Schedule				
Authorized Person Signature with Designation					
Place:		<i>Company's Seal</i>			

PART C
BID SECURITY DECLARATION FORMAT

Bid Securing Declaration Form

Date:

Tender No:

To *(insert complete name and address of the purchaser)*

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because,

- a) I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) I/We, having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, fail or refuse to execute the contract.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: *(insert signature of person whose name and capacity are shown)*

in the capacity of *(insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing he Bid Securing Declaration)* Duly authorized to sign the bid for an on behalf of *(insert complete name of Bidder)* Dated on _____ day of _____ *(insert date of signing)*

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

PART D
INTEGRITY PACT FORMAT

Integrity Pact has to be signed with Bidders in case estimated value of Purchase contract exceeds Rs.3.0 Crores (Rupees thirty million) against the subject RFP/Enquiry/NIT, the bidder is required to sign and submit Integrity Pact along with the bid.

Integrity Pact

1.0 Whereas Bharat Electronics Ltd. ("BEL") having its registered office at Outer Ring Road, Nagvara, Bangalore-560045, India, through its Bangalore Unit/SBU, represent hereinafter referred to as the Principal and the first party, proposes to award by General Manager, Purchase Order for the procurement of(BEL Tender Ref. no. Dtd.....) and M/s, having its registered office at, represented by Mr....., President and Chief Executive officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder and the second party, is willing to offer/ has offered the stores/services.

2.0 Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Defence Public Sector Undertaking under Ministry of Defence, Government of India.

3.0 Objectives:

Now, therefore, the Principal and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

3.1 Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding procurement, and the high cost and the distortionary impact of corruption on public procurement and,

3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

4.0 Commitments of the Principal:

The Principal commits itself to the following:

4.1 The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Principal will, during the pre-contract stage, treat all bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular bidder in comparison to other bidders.

4.3 All the officials of the Principal will report to the Management on any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4.4 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

5.0 In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

6.0 Commitments of Bidder:

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.

6.2 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.3 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.4 In cases of Purchase/Subcontract orders, the Bidder confirms and declares to the Principal that the Bidder is the original manufacturer/authorized distributor/ authorized govt. sponsored Export entity.

6.5 The Bidder confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7.0 Previous Transgression:

7.1 The Bidder declares that no previous transgression occurred in the last three years – immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify bidders' exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8.0 Company Code of Conduct:

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

9.0 Sanctions for Violation:

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on the behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on is behalf, as defined in Chapter

IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder and to impound any earnest money deposit, if made by the Bidder. However the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money / Security Deposit shall stand forfeited either fully or partially, as decided by the Principal and the Principal shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Principal, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Principal for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this pact by the Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without

payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who is no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

9. 2 The decision of the Principal or his nominee to the effect that the Bidder has committed breach of the provisions of this Integrity Pact shall be final and binding on the Bidder, however the Bidder can approach monitor (s) appointed for the purpose of this Pact as per Clause 12 of Pact agreement.

10.0 Fall Clause:

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence Public Sector Undertakings / Ministry of Defence and if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Defence Public Sector Undertakings/ Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal, if the contract has already been concluded.

11.0 Independent External Monitor(s):

11.1 The Principal has appointed Independent External Monitor for this Pact in consultation with Central Vigilance Commission (Names and addresses of the Monitors are given below). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Name of the Monitor:

1. Sh. M D Paliath, 18/3, Kaveri Sankeerna, KSRP 9th Battalion Camp, Amritha Road, Bangalore – 560 100

2. Sh. Shankar Narayan, 12, 9th Cross, Dasarahalli Main Road, Bhuvneshwari Nagar, Bangalore – 560 024.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Chairman & Managing Director, BEL.

11.2 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

11.3 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action.

11.4 The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated as per Para 11.1 shall examine the case jointly with those whom the case is referred to as per this Para.

12.0 Examination of Books of Accounts:

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of

Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation.

13.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Corporate Office of the Principal at Bangalore. A person signing IP, while representing the matters to the IEMs will await their decision in the matter and shall not approach the courts.

14.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

15.0 Validity:

15.1 The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the principal.

15.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16.0 The Parties hereby sign this Integrity Pact at on.....

BHARAT ELECTRONICS LTD.

BIDDER

General Manager / Head

Chief Executive Officer

.....Unit/SBU/Division

Bharat Electronics Ltd.,

Witness

Witness

1. _____

1. _____

2. _____

2. _____
