



Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB No.2606,Mysore Road, Bangalore- 560026,India

Ph: 0091- 80-26742968 / 26998387
Fax: 0091-80-26740137/ 26744904
e-mail : nitya@bheledn.co.in

Tender document for the supply of Solar Grade Silicon Wafers	
R F Q Number	SLN 1000007 dt. 15.5.2008
Tender Quantity	125- mm PSQ Mono wafers PS-439-109 : 15,00,000 nos. 125-mm SQ Multi wafers PS-439-016 : 5,00,000 nos. 156-mm SQ Multi wafers PS-439-093 : 20,00,000 nos.
Tender Due Date and Time	2.6.2008 (Monday), 13.00 hours IST
Tender Opening Date and Time	2.6.2008 (Monday), 13.30 hours IST
Place of opening of Tender	II Floor, NEB Building, BHEL, EDN, Bangalore, India.

Scope: Supply of Solar Grade Silicon wafers for manufacture of Solar Cells

1. Single Part Bid :

Tender shall be submitted in single part with technical and price details. :

2. Delivery Period :

The items are required for delivery over a period of 2 years from the date of placement of technically & commercially clear Purchase Order. Delivery shall commence 4 weeks from the date of placement of purchase order.

3. Terms & Conditions :

- i) Bidders are required to comply with the **General Terms and Conditions** as per **Annexure – Genl Terms & Condns** in this document.
- ii) All the Bidders shall meet the **Pre-Qualification Criteria** as described in General Terms and Conditions and comply with the respective **Technical Specification** as per **Annexure – Technl. Spec-wafers**.

Annexure – Genl Terms & Condns

General Terms and Conditions for the supply of Silicon wafers (Single part bid)

Bidders are required to read the General Terms & Conditions carefully and submit their quotation covering all the points. Any order resulting from this enquiry shall be governed by the general terms and conditions listed below.

1. Quotation shall be submitted in single part bid.
 - a) Bids shall be submitted along with complete description of the item, specification, compliance to the enquired specification, price, delivery, commercial terms & conditions indicated in the **QUOTATION FORMAT (Annexure-A)**. Any other enclosures, which the vendor wishes to submit like product catalogue, etc., shall also be included in a sealed envelope super-scribed clearly as “**RFQ No. SLN 1000007 dt. 15.5.08 and DUE on 2.6.08**”. *E-mail or fax offers are also acceptable. E-mail offers may please be sent to nitya@bheledn.co.in*

Deviations to the specification / item description, if any, shall be brought out clearly indicating “DEVIATION TO BHEL SPECIFICATION”, without fail, as a part of offer.

Compliance to **Pre-Qualification Criteria** (as per **Annexure-B**) shall be enclosed with the bid. **The Pre-qualification criteria are mandatory requirements and the bids will be considered only if all the criteria are met.**

Manufacturer’s name, their trade mark and brand if any, should invariably be mentioned in the tender and illustrative leaflets giving technical particulars, etc., are to be attached to the tender to facilitate consideration of the offer.

Please indicate the rates in both figures and words. However, if different, the lowest of the two rates will be considered as correct.

2. The above sealed envelope (Tender) shall reach BHEL office on or before the due date by **13:00 hrs.** Quotation can also be dropped in the respective day tender box (Monday / Wednesday / Friday) kept at reception area of our works with caption “SC&PV”. E-mail (nitya@bheledn.co.in) or fax (0091-80-26740137/26744904) offers are also acceptable. Late quotations are liable to be rejected.

Tender shall be addressed to Sr. DGM / SC&PV-MM, Bharat Heavy Electricals Ltd., Electronics Division, Mysore road, Bangalore-560026, India.

3. The rates quoted against each item shall be in the same units stated in the enquiry. If the quotations are submitted in any other unit than specified, relationship between two sets of units must be furnished in the offer.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections if any should be initialed with your seal and signature. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.
5. All the bidders or their authorized representatives (with authorization letter from their principals) can witness opening of bids on the due date.

6. The quantities in each item to be purchased may vary from quantities enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the offer.

- . BHEL may at its discretion shall go in for a sample evaluation by placing a trial order. Based on the successful evaluation and acceptance of sample quantities, bulk ordering shall be decided by BHEL.

7. BIDDERS shall indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax, as applicable, for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by the Indian Government notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.

8. **TOTAL COST TO BHEL:** For the scope of supply, **Lowest Bid (L1)** is determined on the following basis of the total cost to BHEL.

If Imported :

Total cost to BHEL = Total basic value in foreign currency + FOB charges if any + Packing & Forwarding charges if any + Cost Insurance Freight (CIF) + Basic Custom Duty (BCD) + Countervailing Duty (CVD) + Educational Cess + Special Additional Duty (SAD) .

If Indigenous :

Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Octroi + Freight + Insurance (as per BHEL Insurance premium) + Service Tax (as applicable) .

Placement of Purchase Order

- a) Purchase order will be placed on the **Lowest Bidder (L1)** among the technically accepted offers.

- b) BHEL at its discretion can place order on more than one vendors in case of L1 not quoting for full quantities or the delivery quoted by L1 is not meeting BHEL production schedule or in order to have more than one vendor to enable supply of continuous materials to BHEL and to meet contingencies. BHEL shall counter offer L1 price to other technically acceptable vendors for their acceptance and further processing.

Note: Exchange rate ruling on the date of Tender opening will be considered for converting foreign currency to Indian currency. Exchange rates published in Economic Times (TT selling) Newspaper will be considered.

9. **FIRM PRICE:** Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order placed.
10. **TERMS OF PAYMENT:** Payment will be made against “**Sight Draft / 100 % Sight LC** ” on presentation of documents to the BHEL bankers.
11. **BANKER DETAILS :** Please furnish the Name & address of Foreign Bank, Account No., and Swift code.
12. All Bank charges outside India including confirmation charges wherever applicable are to beneficiary account.
13. All Bank charges within India, Customs clearance, custom duty payment after the consignment is received at Indian Airport will be to BHEL account.
14. **ADVANCE PAYMENT:** Quotations with payment terms of “**Advance**” will not be considered and such offers are liable to rejection commercially.
15. **TERMS OF DELIVERY:** Price offered shall be for goods packed and delivered **F.O.B.** (named international Airport) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, Letter of credit (L/C), negotiation of bank documents, Export declaration, Certificate of origin, etc.

Packing shall be Airworthy & Roadworthy, best suitable for trans-shipment and to prevent transit damages. Vendor shall indicate the name of International Airport.

Note: Name of Airport to be selected from any one of the airports indicated in Annexure (C).
16. **DELIVERY PERIOD:** Items shall be delivered, as per Purchase Order (PO) delivery schedule.
17. **VALIDITY:** Quotation should remain valid for a period of **90 days** from tender due date.
18. BHEL reserves the right to RE-FLOAT/REJECT/CANCEL this TENDER ENQUIRY (RFQ) without assigning any reason or cause thereof. Quotes received against this TENDER ENQUIRY are subject to and governed by all these terms and conditions. BHEL’s decision will be final in awarding of the contract and binding on all vendors.
19. BHEL reserves the right to Accept / Reject the offer in full or part there of.



20. **POST-ORDER REQUISITES:**

- a) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance to be provided by the vendor at the time of pre-shipment inspection.
- b) Test certificates as stipulated at the time of ordering shall be furnished.
- c) Items shall be despatched with Air/Road-worthy packing. Any rejection due to poor packing shall be to vendor's account.
- d) Any rejection should be made good or replaced immediately without any extra cost to BHEL.

21. Any dispute arising out of this contract shall be referred to the sole arbitration of Head of Materials Management, SC&PV, BHEL, EDN, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore, India.

22. All suits in respect of the above lie in the court of Bangalore only.



Annexure-A

CHECK-LIST FOR BID
(TO BE ENCLOSED ALONG WITH BID)

Sl. No.	Particulars	Bidder's confirmation
1	a)The offer confirms to BHEL Technical Specifications b) Deviation to BHEL Specification	.Yes / No Yes / No Note : Any deviation to BHEL specification shall be brought out by the supplier in their offer.
2	Price basis: Firm Price i.e., from the date of PO to completion of supply. [Price Variation Clause (PVC) not acceptable]	Acceptable / Not acceptable
3	Terms of Payment: <u>100 % Payment against sight Draft / 100 % Sight LC.</u> <i>Deviation, if any, please specify.</i>	Acceptable / Not acceptable
4	Terms of delivery: F.O.B international Airport as per clause 15. Indicate name of International Airport (Applicable for Foreign bidders) <i>Deviation, if any, please specify.</i>	Acceptable / Not acceptable
5	Delivery period: Indicate item-wise delivery schedule.	Qty Delivery Period
6	Validity: Quotation should remain valid for a period of 90 days from the tender due date. <i>Deviation, if any, please specify.</i>	Acceptable / Not acceptable
7	Furnish Banker's details as per clause 11 (Name of Bank , Address , Account number, Swift code etc.)	
8.	Mention Currency quoted (Eg. US Dollar, Euro)	

Signature of Tenderer with stamp

Annexure-B

PRE-QUALIFICATION CRITERIA CHECK-LIST
(TO BE ENCLOSED ALONG WITH BID)

Sl. No.	Particulars	Bidder's confirmation
1	The vendor shall be the Original Manufacturer of the items indented or an Authorized Agent of the Original item manufacturer. In case of agent, letter from Original manufacturer authorizing the agent to deal with and sell their products on their behalf to be enclosed.	Yes / No
2	All the specifications should be supported by Catalogues and / or Data Sheets of the manufacturer.	Yes / No
3	a) The vendor should have already supplied solar grade silicon wafer to established PV manufacturers in India/ Abroad. . b) The details of the customers' reference list may also be furnished.	a) Yes / No b) Customer reference list enclosed : Yes / No

Signature of Tenderer with stamp

Note :

1. Pre qualification will be carried out based on the details furnished by the vendor / feedback from their customers / inspection of the company / product if required by BHEL and at its sole discretion.
2. **The Pre qualification criteria shall form part of the basis for evaluation of the tender.**



Annexure (C)

LIST OF INTERNATIONAL AIRPORTS

Sl. No	Country	Air Ports
1	Austria	Vienna, Linz, Graz
2	Australia	Sydney, Melbourne, Perth
3	Belgium	Antwerp, Brussels
4	Canada	Toronto, Montreal
5	China	Shanghai
6	Cyprus	Lamaca
7	Czech Republic	Prague (Via Frankfurt)
8	Denmark	Copenhagen
9	Egypt	Cairo
10	Finland	Helsinki
11	France	Paris (Rossy), Lyon
12	Germany	Darmstadt, Manihem, Nurnberg, Hamburg, Stuttgart, Munich, Koln, Dusseldorf & Hannover, Frankfurt, Berlin
13	Hong Kong	Hong Kong
14	Italy	Rome, Milan, Turin, Bologna, Florence
15	Ireland	Dublin
16	Israel	Telaviv
17	Japan	Tokyo, Osaka
18	Malaysia	Kaulalampur, Penang
19	Netherlands	Amsterdam, Rotterdam
20	New Zealand	Auckland
21	Norway	Oslo
22	Oman	Muscat
23	Philippines	Manila
24	Romania	Bucharest
25	Russia	Moscow
26	Saudi Arabia	Riyad
27	Singapore	Singapore
28	Slovakia	Bartslowa
29	South Africa	Johannesburg, Durban
30	South Korea	Kimpo
31	Spain	Barcelona
32	Sweden	Stockholm, Gothenburg, Milano
33	Switzerland	Basle, Zurich, Geneva
34	Taiwan	Taipei
35	U.A.E.	Dubai
36	U.K.	Landon (Heathrow), Newcastle, Oxford, Cheltham, Bristol, Wellingborough, Birmingham, East Midland, Manchester, Leeds, Glasgow.
37	U.S.A.	New York, Chicago, Sanfrancisco, Los Angeles, Atlanta
38	Ukraine	Kiev