

	Technical Delivery Condition (TDC) For Rectangular / Square Hollow Sections	Doc Ref:	TDC:RTE:252
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1.0 Scope:

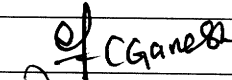
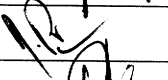
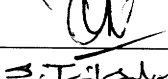
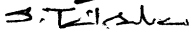
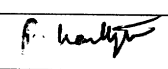
- 1.1 This TDC details the requirements for the supply of ERW square and rectangular hollow sections.
- 1.2 The applicable specification are a) ASTM A 500 GR B b) ASTM A 501 GRB and c) YST 310 of IS:4923.
- 1.3 The size, length, Quantity and specification as per the Enquiry/Purchase Order.
- 1.4 The process of manufacture, chemical and mechanical properties and identification on material shall be as per the applicable specification requirements.

2.0 Design requirements:

- 2.1 In case of rectangular hollows, the electric resistance weld seam shall be at the center of the largest side. This requirement is to avoid weld over weld of hooks and seams during further fabrication.
- 2.2 The permissible variation for the shift of the weld seam from the center of the side can be maximum 25% of the side.

3.0 Dimensional Tolerances:

- 3.1 The minimum Wall thickness at the centre of the flats of Square/Rectangular hollow sections shall be not less than two (2) percent than the specified wall thickness.

Prepared by	Reviewed by	Signature	Approved by
	Engg(AQCS)		 Head(QA)
	Matl. Plng		
	Purchase		
	QC(Procurement)		
	QA		

Issued by Quality Assurance

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- 3.2 Weight of 10 Tons lots should not be less than two (2) percent of the weights of the respective Square / Rectangular hollow sections.
- 3.3 For specific lengths, length tolerance shall be: (+) 15mm and (-) 0.0mm
- 3.4 For unspecified length, Lengths shall be of ten(10) mtr with Length tolerance of (+) 15mm and (-) 5.0mm
- 3.5 Straightness = 2mm per Meter max.
- 3.6 Twist:
Length less than or equal to 6.5Mtr is 2mm +0.5mm per meter
Length more than 6.5Mtr is 3mm +0.5mm per meter
- 3.7 The ends of square/rectangular hollow sections shall be square cut and Smooth without burrs.
- 4.0 Packing:**
- 4.1 The Hollows shall be suitably packed to withstand transit and handling damages. The weight of each bundle/crate shall not exceed one metric ton. The ends of the pieces shall be protected so that no damage or corner cracks occur during transit.
- 4.2 Rust preventive coating of hollows shall be done by dipping process (both inside & outside) to withstand corrosion for a least one year.
- 5.0 Test Certificate:**
- 5.1 Detailed correlated Test certificates in English, to be submitted along with the supply, for the tests conducted as required in the respective specification and in this TDC.
- 5.2 BHEL reserves the right to carry out tests and to reject the items wherever non Conformance to the TDC/Specification is observed in the supply.

03	16-02-2011	Dimension and weight tolerance revised for clause no. 3.2 to 3.6
02	15-05-2002	Totally reviewed and reissued based on feedbacks.
01	31-12-1998	All amendments to TDC were merged and revised and reissued.
00	15-07-1995	Totally reviewed and reissued based on feedbacks.
Rev. No.	Date	Revision Details

Issued by Quality Assurance

TECHNICAL CONFIRMATION / DEVIATION REPORT

Sl.No	Description	BHEL's requirement	Supplier's comments
01	Sizes	Item wise size quoted in line with our requirement to be confirmed. Any deviation item wise to be mentioned.	
02	Specification	Quoted specification in line with our requirement to be confirmed. In case of offer with equivalent material grade, then copy of the entire specification of that equivalent grade shall be sent along with the techno-commercial bid without fail.	
03	TDC	Clause wise confirmation in line with our TDC to be confirmed. In case of any deviation, clause wise to be mentioned in the below SDDR.	
04	Specification deviation disposition report (SDDR)	Below SDDR to be filled & submit without fail. <u>(Even if no deviation is taken, NIL report to be submitted).</u>	

SPECIFICATION DEVIATION DISPOSITION REPORT			
Specn		Item	
Enq.No & Date			
Vendor Name			
TDC			
No	Clause	Details Of Deviation With Reason	Disposition By BHEL
Signature Of Vendor			Reviewed By
“ AGREED DEVIATION “ if any to be incorporated in the PO in the event of order.		APPROVED BY	

DATE:

SIGNATURE WITH SEAL

Annexure – 01 MPLG PQR

**Pre-Qualification Requirement
To
Participate in Tender for Plates, Sheets & Structural Items' Procurement
(To be submitted along with Offer for Technical BID Evaluation)**

Following are the Pre-Qualification Requirement

Sl No.	Criteria	Document proofs to be submitted	Bidder Compliance (Yes/No/Comment)
01	Bidder should be original manufacturers or OEM authorized distributor /agent/trader.	Certificate of being original manufacturer. A valid OEM authorization letter in case of Distributor /Agent/ Trader. Note- Exempted for *PMD Vendor	
02	Suppliers shall indicate their experience for the tendered specifications.	Copy of PO and Invoice with co-related test certificates to be submitted. Documents should not be older than 2years from tender opening date. Note- Exempted for *PMD Vendor	
03	Suppliers shall not have been banned / black listed / by BHEL Ranipet or any other unit/region/sector of BHEL.	Self-declaration to be submitted	
04	Quality Management System (QMS) or Quality Assurance Manual or Written down procedure	a valid ISO 9001 certificate / Quality Management System certificate. Note- Exempted for *PMD Vendor	
05	BIS Certification for the products which are brought under compulsory certification by the Central Government as per the provision of BIS Act, 2016	a valid BIS certificate Note- Exempted for product not brought under compulsory certification as per the provision of BIS Act, 2016	
06	Confirmation to the Specification / TDC/ Drawing / Dimension / Size /Packing requirements	Signed copy of Specification/ TDC/Drawing shall be submitted as a proof of conformity	
07	Compliance to all provision of Technical Bid Documents.	Signed copy of "Certificate of Compliance" for No Technical Deviation- Annexure-02 MPLG SDDR	

*PMD Vendor- Vendor registered with BHEL Ranipet for tendered product with specification.

- BHEL reserves the right to verify information / confirmation furnished by asking additional documents Proofs etc.
- BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.
- Compliance to all the above Pre-qualification requirements is mandatory. In absence of PQR compliance vendor's offer are liable for rejection.

Declaration:

We understand that all the proofs/documents submitted by our firm for all the above points are subject to verification and in case BHEL finds any discrepancy in any of the documents submitted by us like fake/false/forged documents, Certificates or information, action may be taken against our firm as per extant guidelines of BHEL.

Bidder's Seal & Signature

Annexure – 02 MPLG SDDR

CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF TECHNICAL BID DOCUMENTS
(Certificate of "NIL" Technical Deviation)
{To be submitted along with Offer for Technical BID Evaluation}

To,

Material Planning/MM
BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET, PIN-632 406
TAMILNADU-INDIA

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Technical Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the BHEL Ranipet prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Technical Bid and we declare that **we have not taken any deviation in this regard except mentioned in the box given below.**

Technical Deviation (if any)-Write "NIL" in case of No Technical Deviation.

2. We understand that in case the Products /Specifications/ additional conditions/ deviations/ variations/exception offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.
3. We also confirm that in regards to technical requirement we have not written any additional conditions/ deviations/ variations/exception, implicit or explicit, anywhere else in the techno-commercial bid.
4. For technical deviation not acceptable to BHEL Ranipet, we also confirm that in case we refuse/not responding to withdraw additional conditions/ deviations/ variations/ exception regarding any technical requirement, within the stipulated time, our bid shall be rejected as Technically non-responsive.

Bidder's Seal & Signature

*(To be submitted In the company letter head by supplier)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s ----- (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows:

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....

***(To be submitted In the company letter head by supplier)**

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

***(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.
- 2) In case or a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
 - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belongs to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. 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.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____
