

Corrigendum – II (Technical) dated 13/07/2026 to CPC Tender No. BHEL/CPC/KOD/EPC DBA/27/037

Corrigendum – II (Technical) dated 13/07/2026 to CPC Tender No. BHEL/CPC/KOD/EPC_DBA/27/037 for the work of “DRY BOTTOM ASH HANDLING SYSTEM-EPC PACKAGE (PACKAGE-I) OF UNIT#3 & UNIT#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand.”

A) Modification in NOTICE INVITING E-TENDER (NIT):

Sl. No.	NIT Reference Clause No. / Annexure	Existing clause in Tender	Revised clause
1	Clause No. 29.6	New Clause	In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, M1xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.
2	Annexure-6: of NIT	Integrity Pact	Integrity Pact – Signed Copy is enclosed with this Corrigendum-II.

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B) Some of the Bidders had asked queries in the published tender specification. The clarifications issued by BHEL are as below;

Sl. No.	Section/ Clause No	Specification/ Existing Provision	Bidder's Query	BHEL Clarification
1	As per Clause 03.02.02 Sl. No.11, Page 29 of 110 of TECHNICAL CONDITIONS OF CONTRACT (TCC) CHAPTER-III: SCOPE OF SUPPLY AND SERVICES	11. Ash leaving temperature (from dry handling outlet) for bottom ash should be limited to 300 deg. C at 2nd DBA conveyor discharge end before entering in to BAIM silo. Maximum air through furnace bottom hopper (via dry ash handling system) not to exceed values as mentioned in above table.	As the temperature of ash in BAIM Silo is 300 deg. C then insulation will be required at human approach levels i.e. top of silo and bottom at outlet adaptor only. Vertical provision will be open to atmosphere so that ash will dissipate temperature in ambient air. Please confirm. If any other provision is required. Please clarify.	As per Clause 1.00.00 (Page 1 of 22) Sub-Section: A-21, AHP: Scope Change of DVC Amendments (Annexure-I), BAIM silos design temperature shall be 200 Deg C or higher temperature as anticipated. Bidder referred clause is for the maximum (not to exceed) temperature i.e 300 Deg C. However, Bidder can decrease the temperature further for their silo design. Bidder to ensure safety of persons in and around the BAIM silo equipment. Accordingly, all the equipment to be designed to withstand such high temperature ash.
2	As per Clause 03.02.02 Sl. No.12, Page 29 of 110 of TECHNICAL CONDITIONS OF CONTRACT (TCC), CHAPTER-III: SCOPE OF SUPPLY AND SERVICES	12. Maximum temperature of ash discharging from BAIM silo shall not exceed 150 Deg C before it is fed to bottom ash rubber belt conveyors.	As the inlet temperature of ash in BAIM silo is 300 deg. C and outlet temperature not to exceed 150 deg. C at bottom ash rubber belt conveyors. Bidder understand that conditioner will be use to reduce the temperature from 300 deg.C to 150 deg. C with considering heat dissipation from steel body of BAIM silo. Please confirm. If customer expecting any type of other system to reduce the temperature then please clarify the same.	Bidder to provide guarantee that maximum temperature of ash discharging from BAIM silo shall not exceed 150 Deg C before it is fed to bottom ash rubber belt conveyors as per specification. Accordingly, system has to be designed.

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Sl. No.	Section/ Clause No	Specification/ Existing Provision	Bidder's Query	BHEL Clarification
3	As per Clause 03.02.05 Sl. No.3, Page 30 of 110 of TECHNICAL CONDITIONS OF CONTRACT (TCC), CHAPTER-III: SCOPE OF SUPPLY AND SERVICES	3. Storage and distribution through Conditioning water Pumps from Conditioning water tank to Unit 3 and Unit 4 Boiler area and BAIM Silo area with pipe, valves, fittings, instruments along with all accessories are in Bidder scope.	Bidder understand that one (1) number conditioning water tank and two (2) number (1W+1S) of conditioning water pumps will be located at unit#3 and same tank & pumps will be capable to cater both units requirements. Please confirm.	Confirmed. Bidder has to designed the Pump and tank accordingly.
4	As per Clause 03.02.06, Page 30 of 110 of TECHNICAL CONDITIONS OF CONTRACT (TCC), CHAPTER-III: SCOPE OF SUPPLY AND SERVICES	Miscellaneous Equipment Apart from the dry bottom ash handling system, there are other auxiliary system/equipment like Electric & Manual Hoists, Chain Pulley blocks, Cranes, Cooling water distribution within the Dry Bottom Ash area from the terminal points (As defined elsewhere), CTBD Water line for Ash Conditioner and dust suppression system for BAIM Silo etc. are to be provided by bidder as per the NIT specification.....	Conditioning water pump will cater the requirement of dust conditioners requirements, cooling water requirement of DBA system and dust suppression system of BAIM silo. Please confirm.	Confirmed. Bidder has to designed the Pump and tank accordingly.
5	Annexure-34 BOTTOM ASH INTERMEDIATE SILO	-	As belt conveyor is located at BAIM silo operation platform. Therefore, bidder request customer to furnish the load details of belt conveyor system for structural design and estimation.	The load details shall be provided during detail engineering.
6	ANNEXURE 3 FL of BA-Koderma TPS with scope demarcation- Rev_03	As per tender PFD, Eco. Ash is feeding in 2nd stage DBA conveyor. Conveying rate of 2ns stage DBA conveyor is 129.5 TPH (BA+ECO Ash)	As feeding of Eco. Ash by conveyor are different in all documents. Due to this the capacity of DBA conveyor will change in all there conditions. Bidder request customer to kindly confirm which option bidder has to follow.	Bidder to check Annexure-33 of NIT. Ash From Eco Metallic Belt Conveyor shall be discharged either in 1st or 2nd Dry Ash Conveyor or BAIM Silo (as applicable) as per suitability of OEM and layout. Accordingly, Dry Bottom Ash conveyor capacity shall be decided.
7	Annexure-1-Koderma Plot Plan (For Tender) PE-DG-519-100-M001, REV.02	Eco. Ash conveyor is feeding to DBA 1nd stage conveyor.		
8	Annexure-35 Koderma - Updated Layout of Dry Bottom Ash Area_26-06-2026	Eco. Conveyor Option-A and Eco. Conveyor Option-B		

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Sl. No.	Section/ Clause No	Specification/ Existing Provision	Bidder's Query	BHEL Clarification
9	General	-	Bidder wants to propose two DBA conveyors of 50% capacity below bottom ash for each unit and deliver ash upto transfer tower or upto DBAIM Silo. Is this option is acceptable to customer, please confirm.	Prima facie, it would be very difficult to ensure 50% collection in each conveyor and space availability to accommodate two conveyors with proper maintenance space is difficult. Also, as per clause 04.03.00 of TCC, the bidder shall ensure that the column positions of the Dry Bottom Ash Hopper should be in line with executed foundation/pedestals footprint (Refer Drawing No. IS-1-GA-776-301-C004). Hence, Bidder is requested to follow specification.
10	As per Clause 3.2, Page 2 of 2 of Annexure-9, Scope Matrix for Dry Bottom Ash Handling System (Package-I)	Civil works for the BAIM Silo and intermediate RC floor (if any) with metal deck sheet (like belt conveyor floor), foundation bolts, floor finish, handrails, gratings, insert & embeded plates, drains etc.	Bidder understand that MOC of BAIM silo, belt conveyor floor platform and stair cases are RCC construction. Please confirm.	BAIM Silo, Staircase etc is structural. Bidder to review the clause 3.1 of Page 2 of 2 of Annexure-9, Scope Matrix for Dry Bottom Ash Handling System (Package-I) for structural work of BAIM Silo. Bidder to read the clause 3.2 as- “Civil work like column foundation of structural BAIM Silo, and intermediate RC floor (if any) with metal deck sheet (like belt conveyor floor), foundation bolts, insert & embeded plates only is in BHEL Scope.”

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Sl. No.	Section/ Clause No	Specification/ Existing Provision	Bidder's Query	BHEL Clarification
11	NIT/PQR/ A.5 & A.6 Page 16 of 39	PRE-QUALIFICATION CRITERIA: Qualification root A5 and A6. A5. Bidder should also have a valid ongoing collaboration/licensing/Technology Transfer agreement with a QDBAHSM meeting requirement of clause A.1. on its own, valid for a minimum period of 7 years or up to the end of the defect liability period of the contract, whichever is later. In such a case, Bidder can either source the Dry Bottom Ash Handling System from such manufacturer or manufacture/got manufactured the Dry Bottom Ash Handling System as per the design and manufacturing drawings of such QDBAHSM A6. The Bidder should also have a valid ongoing collaboration and technology transfer/Licensing agreement with a QDBAHSM meeting requirements of clause A.1. on its own, valid minimum period of 7 years or up to the end of the defect liability period of the contract, whichever is later. In such a case, Bidder can either source the Dry Bottom Ash System from such manufacturer or manufacture/get manufactured the Dry Bottom Ash System as per the design and manufacturing drawings released by such QDBAHSM.	Please confirm whether, in the case of an association based on collaboration, the Technology Transfer Agreement/licensing agreement is required to be executed between the bidder and the Qualified Dry Bottom Ash Handling System Manufacturer (QDBAHSM)	On-going agreement is required, as specified in the referred clause.

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Sl. No.	Section/ Clause No	Specification/ Existing Provision	Bidder's Query	BHEL Clarification
12	2-TCC-Annexure-7-DVC-Clarification-and-Amendments Part5; Annexure-I, Clause: 9.01.00	Material of Construction of conveyor component's: (a) Conveyor: Heat Resistant Stainless Steel as per standard and proven practice of OEM	It is understood that 15CrMo has been successfully utilized as the material of construction (MOC) for conveyor pans in Dry Bottom Ash Handling Systems with conveying capacities up to 140 TPH. As the tender specification stipulates stainless steel as the MOC for the dry bottom ash conveyor, BHEL is kindly requested to share details/references of operating Dry Bottom Ash Handling System installations with the specified conveying capacity where stainless steel has been employed as the conveyor pan MOC. Since the performance guarantee of DBA conveyor is the responsibility of DBA OEM, the proven MOC of DBA conveyor should be left to the selection of DBA OEM only.	Refer Sl. no. 37 of Corrigendum-I Dated 09/07/2026.

Note:

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

Enclosed:

- a) Drawing No. IS-1-GA-776-301-C004.
- b) Integrity Pact – Signed Copy.

**for BHARAT HEAVY ELECTRICALS LTD
Manager/ Purchase**



Reference : CC-ENGG-3112-108-056-PVC-B-554

From : MANIK PANDEY
Dy. General Manager (C)

Subject : Ash Handling Plant

Please find enclosed following drawings/ documents for necessary action at your end.

Vendor Drg. No. : IS-1-GA-776-301-C004
Orgn. Drg. No. : 3112-108-056-PVC-B-554
Revision No. : 01
Drg. Title : DRY BOTTOM ASH HOPPER- GA & RC DETAILS OF FOUNDATION
App. Category : CAT-II
Release Date : 04/11/2025

Comments : for further needful

CERTIFICATE BY DCPL

This is to certify that

The engineering drawings/documents submitted by DVC for Koderma Thermal Power Station Ph-II(2X800 MW) have been reviewed by DCPL in accordance with the terms and conditions of the Contract, including the Technical Specifications, relevant Contract Amendments and all applicable codes and standards as per tender documents.

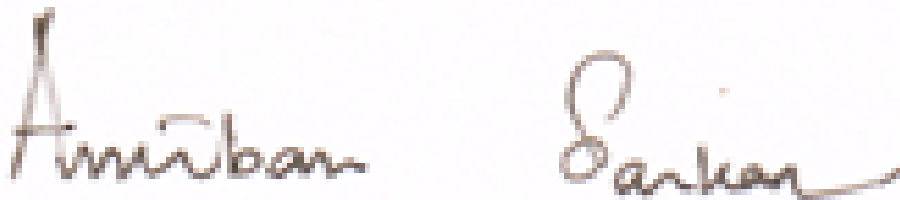
APPROVAL CATEGORY ASSIGNED: CAT-II

DRG No: 3112-108-056-PVC-B-554

DRG Title: DRY BOTTOM ASH HOPPER- GA & RC DETAILS OF FOUNDATION

Revision No 01

Date : 03/11/2025

The image shows a handwritten signature in brown ink on a light blue background. The signature is written in a cursive style and appears to read 'Anirban Sarker'.

Signature of DCPL

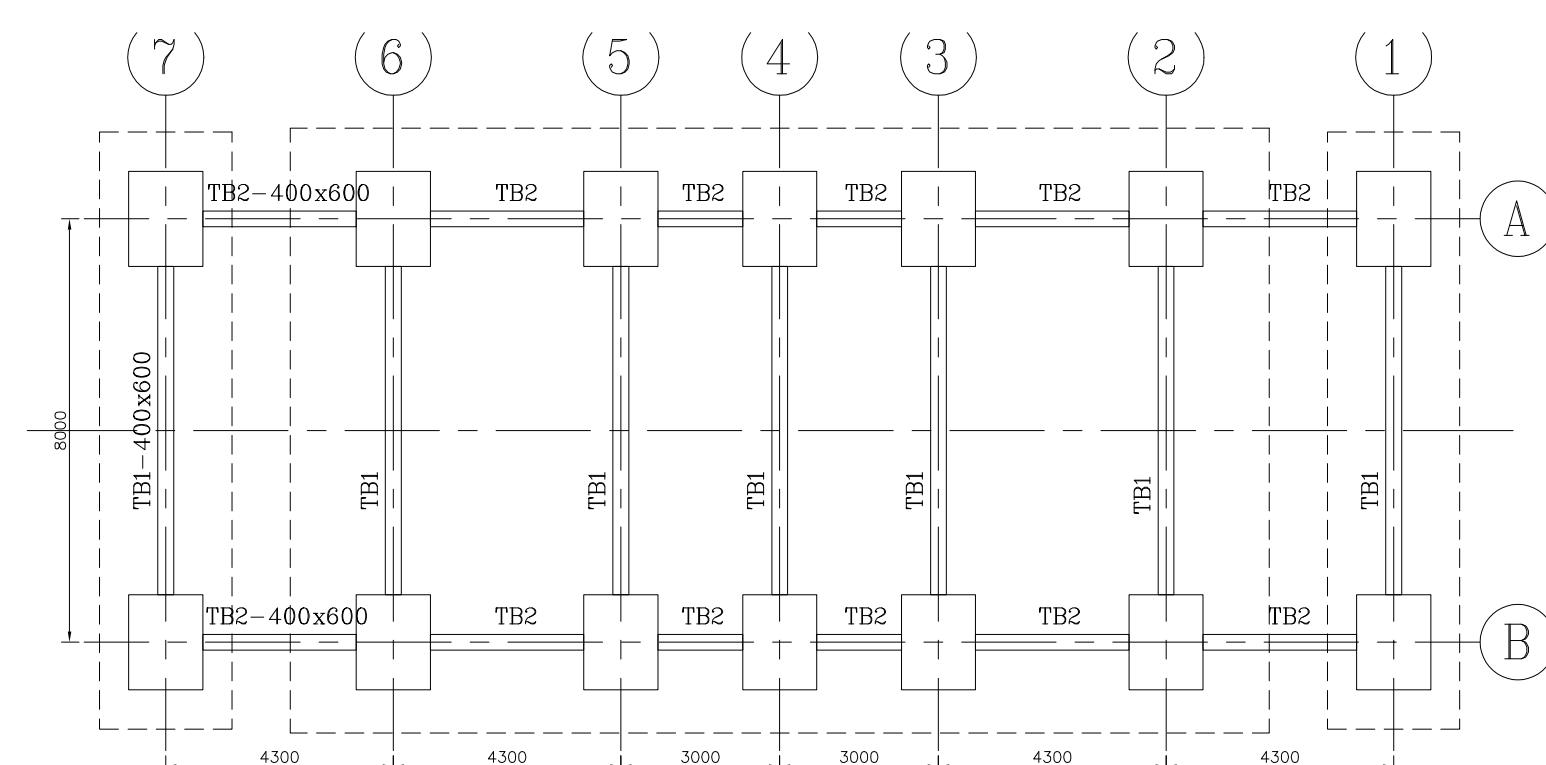
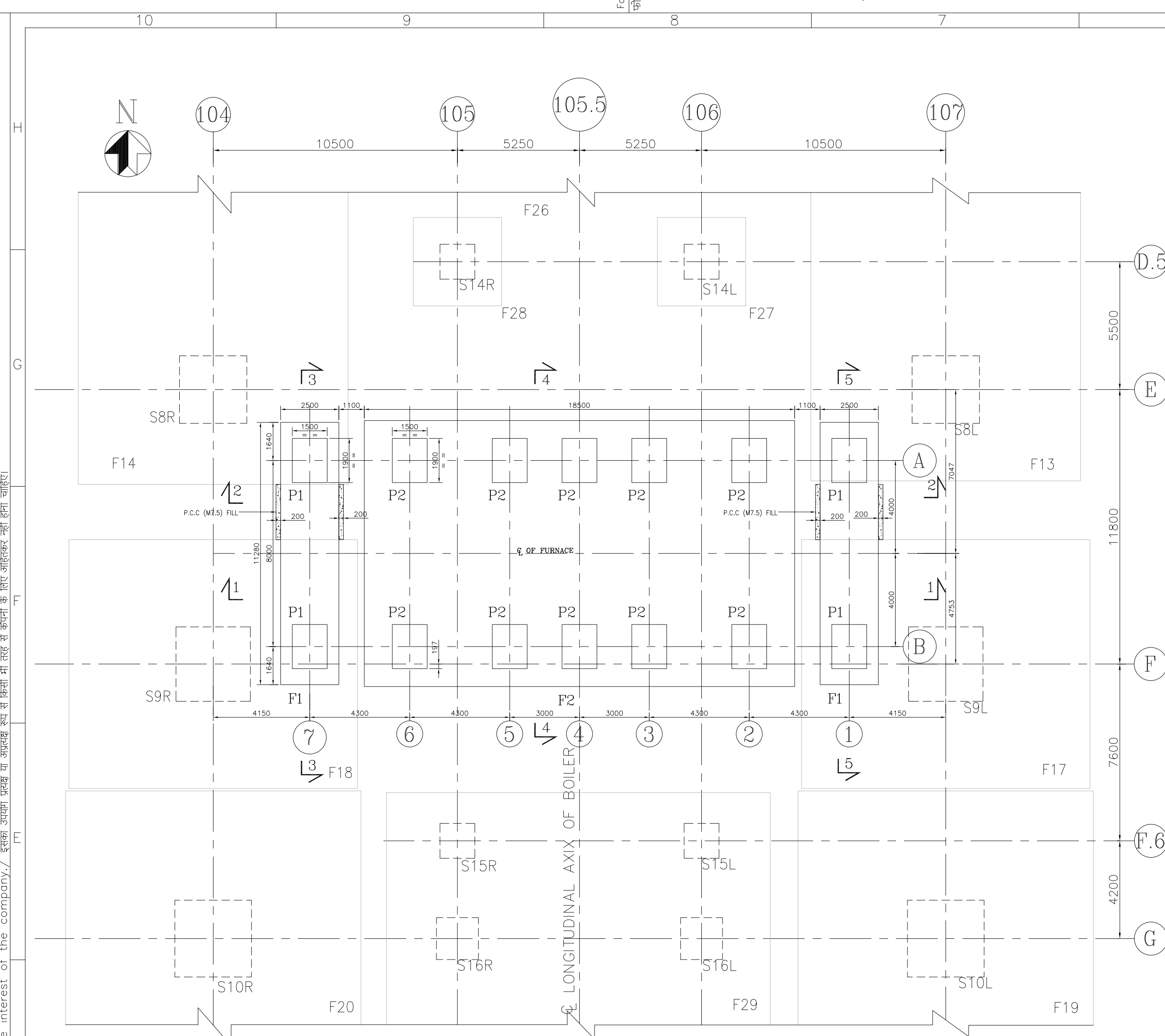
Team Leader

Name : ANIRBAN SARKAR

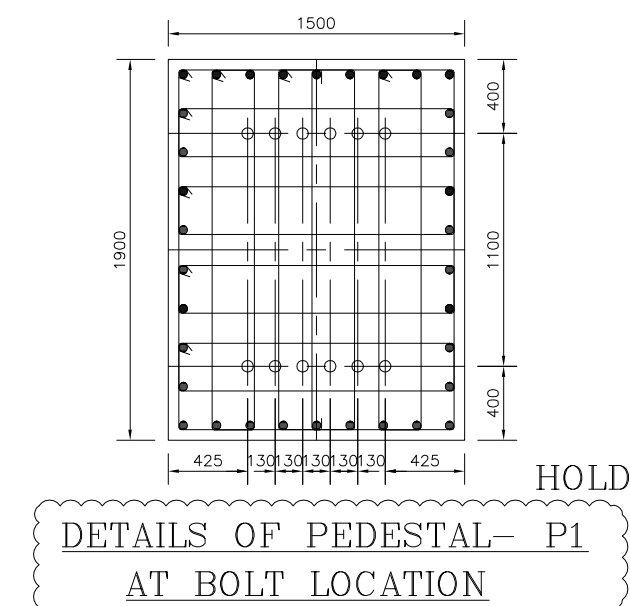
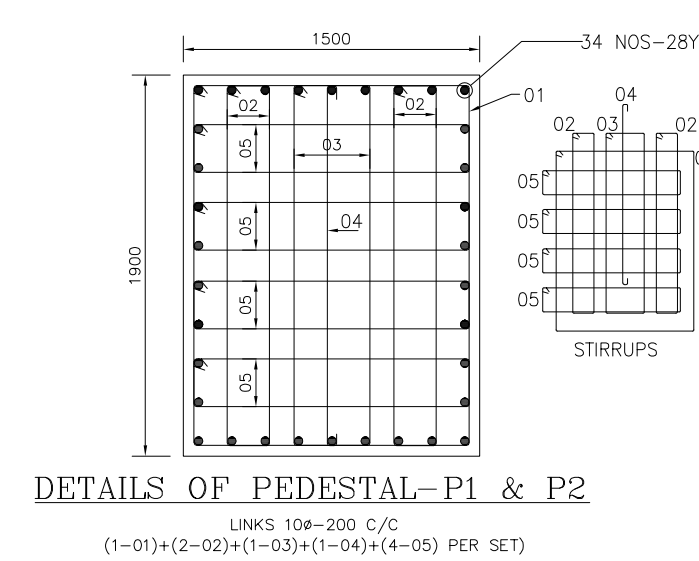
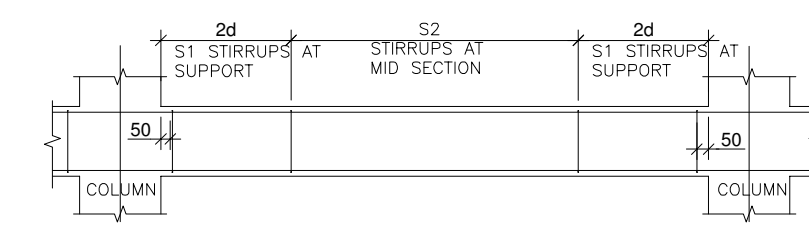
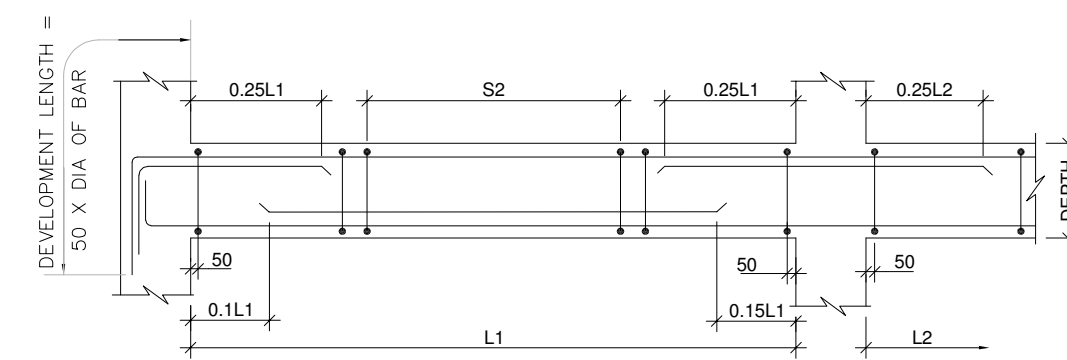
Name of Organisation: DCPL

my

PROJECT : 2x800MW KODERMA TPS PHASE-II		
DOC/DWG NAME : DRY BOTTOM ASH HOPPER : Design of Foundation		
DVC DOC/DWG NO: 3112-108-056-PVC-B-554		
COMPLIANCE REPORT_R0 COMMENTS		
SL NO	DCPL Comments	BHEL Reply
1	SHOW THE PLANT NORTH , GEOGRAPHICAL NORTH AND THE ANGLE OF INCLINATION BETWEEN THEM	Added with the Key Plan
2	GIVE DISTANCES (TYP.)	The tie-up dimensions with boiler Grid 104 and 107 have already been provided, so they have not been included here.
3	ADD THE GRID NAMES (TYP.)	Added
4	STATE THE LENGTH	Refer to sections 3-3 and 5-5 for the required details.
5	PROVIDE DIM.	Added
6	AXIS	Corrected
7	HOLD TO BE REMOVED BEFORE FINALIZATION OF DETAILS (TYP.	Noted. The holds will be removed prior to finalization.
8	TOP SURFACE OF BOILER FDN. TO BE MADE FLUSH AND ALL IRREGULARITIES /LAITANCES TO BE REMOVED BEFORE CASTING OF THE TOP FDN.(TYP.)	This aspect has been duly addressed; for further details, kindly refer to sections 3-3 and 5-5.
9	DESCRIBE THIS LAYER	The bottom layer of reinforcement, 25 mm diameter at 175 mm center-to-center, has been specified in the drawing.
10	STATE THE GAP BETWEEN THE FOUNDATIONS	The tie-up dimensions with boiler Grid 104 and 107 have already been provided, so they have not been included here.
11	LINE TO BE CONTINUOUS	The tie beam starts from the column face; hence, the detail is correct. Kindly refer to the tie beam plan.
12	PLACE A P.C.C LAYER AT THE INTERFACE (TYP.)	As the total available depth above the boiler raft is 2.5 meters, and to accommodate bolts the required min. depths is 1.5 meters for the pedestal and 1 meter for the raft, thefore pedestal has been placed over the raft.
13	DESCRIBE THIS LAYER (TYP.)	This refers to the raft bottom
14	SPACING OF STIRRUPS TO VARY AS PER IS : 13920 (LATEST)	Corrected
15	ALL HOLDS TO BE REMOVED BEFORE FINALIZATION	Noted. The holds will be removed prior to finalization.
16	ALL DETAILS TO BE AS PER IS : 13920 (LATEST)	Corrected
17	STRETCH OF S1 AND S2 TO BE SHOWN CORRECTLY (TYP.)	Corrected
18	ALL HOLDS TO BE CLEARED BEFORE FINALIZATION	Noted. The holds will be removed prior to finalization.
19	DELETE	Corrected
20	PROPER PRECUATIONS ARE TO BE TAKEN WHILE CASTING OF THE FDNS. JUST ADJACENT TO THE EXISTING BOILER FDNS.	Noted. The note has been incorporated into the drawing.
21	ADD A LIST OF LEGENDS AND ABBREVIATIONS	
22	ALL SECTIONS AND REINF. TO CONFORM TO FINAL APPROVED DESIGN DOCUMENT	Noted and Confirmed



TYP.CURTAILMENT DETAIL FOR BEAM												
SCHEDULE OF BEAMS												
BEAM MKD	BEAM SIZE WIDTH DEPTH	R E I N F O R C E M E N T								LEVEL AT TOP OF BEAM	TYPE	
		END SUPPORT		SPAN		CONT. SUPPORT		S T I R R U P S				
		TOP	BOTTOM	TOP	BOTTOM	TOP	BOTTOM	S1	S2			
BH	400 600	4-25 ϕ	4-25 ϕ	4-25 ϕ	4-25 ϕ	4-25 ϕ	4-25 ϕ	2-10 ϕ @ 200 C/C	2-10 ϕ @ 200 C/C	EL:-X/500	I	
BT2	400 600	4-20 ϕ	4-20 ϕ	4-20 ϕ	4-20 ϕ	4-20 ϕ	4-20 ϕ	2-10 ϕ @ 200 C/C	2-10 ϕ @ 200 C/C	EL:-X/500	II	



IMP. NOTES :

- * 1500MM DEPTH OF PEDESTAL ARE IN HOLD
- * PROPER PRECAUTIONS MUST BE TAKEN WHILE CASTING THE FOUNDATIONS ADJACENT TO THE EXISTING BOILER FOUNDATIONS.

REFERENCE DWG

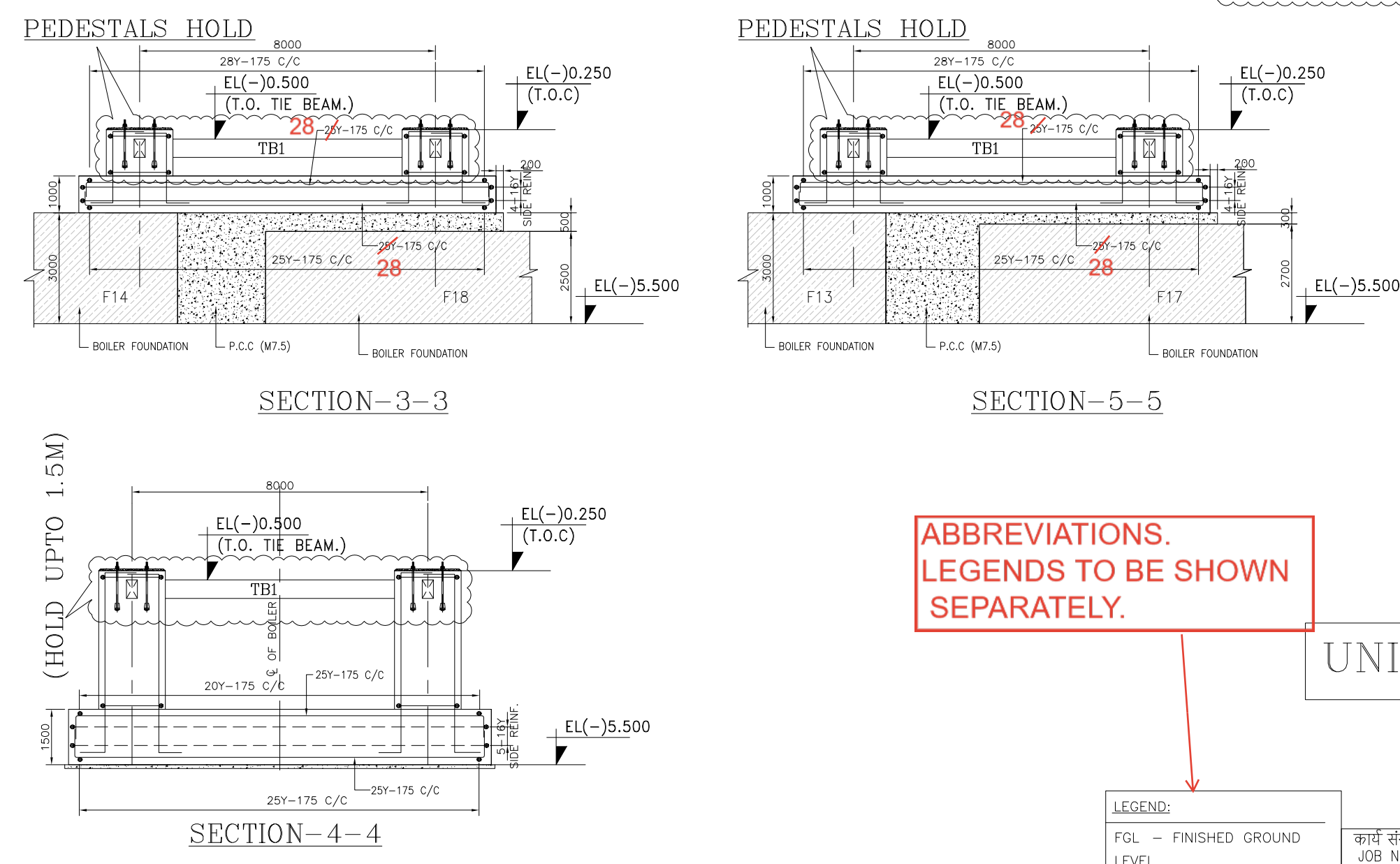
1. BOILER FOUNDATION-GA OF FOUNDATION UNIT-3 4 : PE-DG-519-617-C001

- Notes for BHEL ISG:
1. Modification of foundation shall be done based upon approved eqp load data as the approval of mech input drg is not finalized.
 2. Foundation bolts shall be finalized before pouring full height pedestal.

NOTES :

1. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH CONTRACT TERMS & CONDITIONS, SPECIFICATIONS AND SCHEDULE OF ITEMS.
 2. ALL ELEVATIONS ARE WITH REFERENCE TO THE FINISHED FLOOR LEVEL (FFL) OF GROUND FLOOR OF POWER HOUSE BUILDING AS (+) 0.00 M WHICH CORRESPONDS TO RL(+373.50M.FFL OF PAVING IN BOILER, ESP AND CHIMNEY AREA IS EL. (-)0.20M.
 3. ALL DIMENSIONS ARE IN MILLIMETER & ALL LEVELS/ELEVATIONS ARE IN METER UNLESS NOTED OTHERWISE.
 4. NET SAFE BEARING CAPACITY IS CONSIDERED AS 45T/SQ.M. AT EL.(-)55.00 M.BE FGL DEPENDING UPON WIDTH OF FOUNDATION AS PER LATEST APPROVED SOIL REPORT.
 5. ALL STRUCTURAL CONCRETE SHALL BE DESIGN MIX CONC. OF GRADE M-30 UNO.
 6. PROPORTIONED UNITS SHALL BE OF GRADE Fe-500 TMT WITH MINIMUM ELONGATION OF 14.5% Fe-500.
 7. GRADE OF CONCRETE MIX USED FOR GROUTING SHALL BE ONE GRADE HIGHER THAN THE GRADE OF CONCRETE MIX SHOWN IN FLOW ELEMENT. PROPORTIONED UNITS SHALL BE USED FOR GROUTING, AS PER SPEC. PROPER COMPACTION AND CURING OF GROUT SHOULD BE ENSURED.
 8. ALL GROUTING SHALL HAVE TO BE DONE ENSURING PROPER COMPACTION AND STRICTLY AS PER SPEC.
 9. REINFT. MAY SUITABLY BE ADJUSTED AT SITE, IF REQUIRED, TO CLEAR POCKETS, ANCHORS & BOLTS ETC.
 10. ALL WORK SHALL BE CARRIED OUT AS PER TECHNICAL SPECIFICATION, SCHEDULE OF ITEMS CONFORMING TO THE QUALITY CHECKS SPECIFIED THEREIN AND IN FIELD QUALITY RECORD.
 11. LAPS LENGTH SHALL BE 50 TIMES OF DIAMETER OF BAR . LAP SHALL BE STAGGERED ALTERNATIVELY.
 12. DIMENSIONAL CHECK ON FINISHED STRUCTURES & DIMENSIONAL TOLERANCES SHALL BE AS PER IS:456/ TECH. SPEC. 13. NOMINAL COVER (AS DEFINED IN IS 456: 2000) TO REINFORCEMENT SHALL BE AS FOLLOWS OR BAR DIA WHICHEVER IS GREATER
- | a.) SUBSTRUCTURE WORKS | TOP | BOTTOM | SIDES | ENDS |
|--------------------------|-----|--------|-------|------|
| i.) FOUNDATION | 50 | 50 | 50 | |
| ii.) COLUMNS, PEDESTALS, | 50 | 50 | 50 | - |
| iii.) PILE CAP | 50 | 100 | 50 | 50 |
| IV) BASE RAFT | 50 | 75 | 50 | |

12. Foundation shall be laid over firm & stable ground, if any loose/unstable soil is found below foundation the same shall be removed & filled back by PCC (M7.5)



ABBREVIATIONS.
LEGENDS TO BE SHOWN
SEPARATELY

LEGEND:	
FGL	— FINISHED GROUND LEVEL
FFL	— FINISHED FLOOR LEVEL
TOS	— TOP OF STEEL
FGL	— FINISHED GROUND LEVEL
MS	— MONORAIL SUPPORT
WP	— WORKING POINT

कार्य संख्या- JOB NO.	IS-1-24-2000
स्थिति STATUS	CONTRACT
मुद्रण स्केल मीटर में PRINT SCALE IN METRE	

ग्राहक ड्राइंग संख्या CUSTOMER DRAWING NO.		3112-108-056-PVC-B-554																							
परियोजना PROJECT		2x800 मेगावाट डीवीसी कोडरमा ता. वि. के. चरण-II 2x800 MW DVC KODERMA TPS PHASE-II																							
		ग्राहक/CUSTOMER दामोदर घाटी निगम DAMODAR VALLEY CORPORATION																							
		OWNER'S CONSULTANT DEVELOPMENT CONSULTANTS PVT. LTD.																							
		CHP CONTRACTOR भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LTD इंडस्ट्रियल सिस्टम्स ग्रुप, बेंगलूर INDUSTRIAL SYSTEMS GROUP, BENGALURU	DEPT CODE C	<table><tr><td></td><td>नाम NAME</td><td>हस्ताक्षर SIGNATURE</td><td>दिनांक DATE</td></tr><tr><td>नियंत्रक/ORN</td><td>PSG</td><td>-</td><td>14.10.2025</td></tr><tr><td>डिजाइनर/DESN</td><td>PKRAMI</td><td>-</td><td>14.10.2025</td></tr><tr><td>जांचकर्ता/CHD</td><td>PKRRG</td><td>-</td><td>14.10.2025</td></tr><tr><td>अनुमोदक/APPD</td><td>REDDY</td><td>-</td><td>14.10.2025</td></tr></table>			नाम NAME	हस्ताक्षर SIGNATURE	दिनांक DATE	नियंत्रक/ORN	PSG	-	14.10.2025	डिजाइनर/DESN	PKRAMI	-	14.10.2025	जांचकर्ता/CHD	PKRRG	-	14.10.2025	अनुमोदक/APPD	REDDY	-	14.10.2025
	नाम NAME	हस्ताक्षर SIGNATURE	दिनांक DATE																						
नियंत्रक/ORN	PSG	-	14.10.2025																						
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अनुमोदक/APPD	REDDY	-	14.10.2025																						

शीट/NO.		DRY BOTTOM ASH HOPPER		IS-1-GA-776-301-C004	
शीट/TITLE		GA & RC DETAILS OF FOUNDATIONS			
मेकैनिकल MECHANICAL	सिविल CIVIL	इलेक्ट्रिकल ELECTRICAL	ड्रिंग DEPT. SCALE- NTS	ड्राइंग संख्या /SHEET DRAWING NO.	
			हस्ताक्षर SIGN दिनांक DATE	IS-1-GA-776-301-C004	
				शीट SHEET	
				1 OF 1	पुनरीक्षण REV. 1

ANNEXURE – 6**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 **Tender Enq. No. BHEL/CPC/KOD/EPC_DBA/27/037 Dated 02/07/2026 for "DRY BOTTOM ASH HANDLING SYSTEM-EPC PACKAGE (PACKAGE-I) OF UNIT#3 & UNIT#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand."** (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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 Bharatiya Nyaya Sanhita (BNS) 2023 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. -The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Bharatiya Nyaya Sanhita (BNS) 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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

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) _____
