

Corrigendum – XIV- dated 29/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

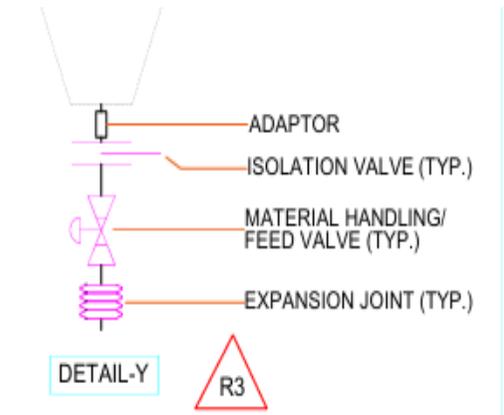
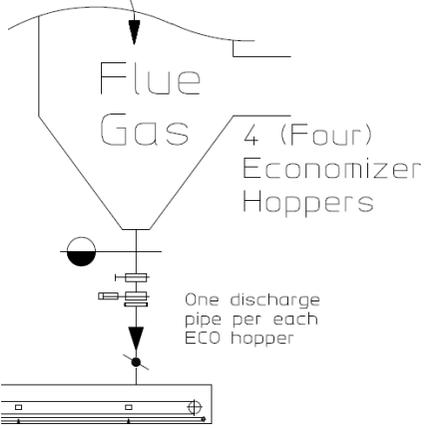
Corrigendum – XIV, dated 29/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 - Dry Bottom Ash Handling System-EPC Package (Package-I) of Unit#3 & Unit#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand.

A) Modification in General Conditions of Contracts (GCC) Volume-IC: Following clause of existing GCC is revised as mentioned below:

| Sl. No. | EXISTING CLAUSE | | REVISED CLAUSE | |
|---------|--|---|--|---|
| | Clause No. | | Clause No. | |
| 1 | Clause no. 1.7 (c) of Instructions to Bidders, General Conditions of Contract (GCC) Volume-IA modified vide Sl. no.1 of Corrigendum- Corrigendum - III dated 11/12/2025 | c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s) . All correspondence with the IEMs shall be done through email only. | Clause no. 1.7 (c) of Instructions to Bidders, General Conditions of Contract (GCC) Volume-IA modified vide Sl. no.1 of Corrigendum- Corrigendum - III dated 11/12/2025 | c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs . All correspondence with the IEMs shall be done through email only. |
| 2 | Annexure-XIII, General Conditions of Contract (GCC) Volume-IA | Format for INTEGRITY PACT at Sl. no. 2.1.3 & 8.10 - Indian Penal Code (IPC) is mentioned. | Annexure-XIII (Rev.01), General Conditions of Contract (GCC) Volume-IA | New Annexure - XIII (Rev.01) – Signed Copy is attached for ready reference. At Sl. no. 2.1.3 & 8.10 - Indian Penal Code (IPC) has been replaced to Bharatiya Nyaya Sanhita (BNS) <i>All Bidders are requested to submit the same along with their offer.</i> |

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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 | Bidder's Query | BHEL Clarification |
|---------|--|--|---|---|
| 1 | Corrigendum – X-dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 A) Modification in TECHNICAL CONDITIONS OF CONTRACT (TCC) Volume-IA; SI No 1 | Please find revised Flow Diagram for Bottom Ash, Coarse Ash and HCSD System with Scope demarcation of Interface portion between Package-I and Package-II. However, bidder shall read the specification and scope matrix for detail scope | <p>1) Emergency discharge at the outlet of the 1st Stage Conveyor extractor is showing 1 motorized valve + 1 manual valve. Bidder will provide 01 no. of Pneumatically operated Valve and 01 no. Manual Valve</p> <p>2) Bidder recommend - The emergency discharge will be used only under special conditions, and preferably not with hot ash (for "SAFETY REASON")</p> | <p>1. Bidder to follow specification. Refer SI No 1 of Corrigendum-VII dated 30.12.2025- Bidder shall read as motorized flap gate in place of motorized gate indicated in the provision of manual dumping to ground..... with manual valve.</p> <p>2. Noted. Bidder to provide water spray arrangement around discharge chute."</p> |
| 2 | Corrigendum – X-dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 DWG No – 3112-108-POM-A-910, Rev 3; Sh 2 of 2 | Existing Arrangement –  |  <p>We propose our standard arrangement for each Eco hopper discharge:</p> <ul style="list-style-type: none"> • Slide gate valve (manual) • Slide gate valve (pneumatic) • Discharge line • Surge tank | <p>Bidder's specific standard arrangement is acceptable. However, Adopters and Expansion Joint shall be provided by the Bidder as per system requirement.</p> <p>The duty of valves shall be hot abradive eco ash.</p> |

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| Sl. No. | Section/Clause No | Specification | Bidder's Query | BHEL Clarification |
|---------|--|---|---|---|
| | | | <ul style="list-style-type: none"> Single clapet valve (counterweight type) | |
| 3 | Corrigendum – X-dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 Annexure-4 to Corrigendum-X | Provide Eco ash Temperature at discharge of 2nd Eco ash conveyer | We do not consider this necessary & this is difficult to predict. We will provide overall cooling guarantee. | Temperature transmitter shall be installed at outlet of Eco Conveyor to monitor the temperature. |
| 4 | Corrigendum – X-dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 Annexure-4 to Corrigendum-X | Provide the air requirement separately for Bottom Ash and Eco ash | Please find attached the revised Air Calculations: | The total air quantity for cooling of Bottom Ash and ECO Ash shall be limited to 2.5 % of total Combustion air at corresponding load and it is applicable for DBA Package tender. Successful bidder shall demonstrate the discharge temperature of ash and cooling air quantity during PG Test of Boiler. |
| 5 | Corrigendum – X-dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 Annexure-4 to Corrigendum-X | Kindly provide the detailed procedure of flow measurement | The detailed measurement will be provided only during engineering stage. | Noted. However, bidder shall provide detailed methodology for measuring ash temperature and cooling air quantity meeting guaranteed value during detail engineering. |
| 6 | Corrigendum – X-dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 | PERFORMANCE GUARANTEE PARAMETERS | Bidder considers only the Performance Guarantee Parameters mentioned in Amendment 7 of Corrigendum X to be applicable. The tender specifications do not indicate any other performances to be guaranteed. | 1. In addition to Performance Guarantee Parameters mentioned in Amendment 7, Bidder shall perform demonstration test for the design capacity of all the equipments/drives/systems under their scope like vibrating feeders, ash |

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| Sl. No. | Section/Clause No | Specification | Bidder's Query | BHEL Clarification |
|---------|--|---|--|---|
| | AMENDMENT NO. 7 TO BID SPECIFICATION | | | <p>conditioners, ash conditioner water pump etc.</p> <p>2. Guaranteed Power consumption shall be as per specification.</p> <p>3. Discharge temperature of ash and cooling air quantity as per specification</p> |
| 7 | <p>Corrigendum – X- dated 19/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035</p> <p>A) Modification in TECHNICAL CONDITIONS OF CONTRACT (TCC) Volume-IA; SI No 1</p> | <p>Bidder shall provide CCTV cameras in the bottom ash hopper area, wherein the quantity shall be as per the bidder's operational requirement. Bidder shall integrate the bottom ash hopper area CCTV system with the main plant CCTV system. In addition to the above, the bidder shall provide provision in bottom ash hopper area, as per the specification, for additional four (04) nos. CCTV cameras. Supply of these cameras is not in bidder's scope.</p> | <p>2 no. cameras per BA hopper is provided by us & is adequate for safe and reliable operation based on our experience globally.</p> <p>Additional cameras would only be redundant.</p> <p>Additional provisions therefore not being considered.</p> | <p>The no of cameras in bidder's scope for safe and reliable operation shall be decided during detail engineering.</p> <p>Provision for installing additional cameras shall be provided as per specification.</p> |

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).
- 3) Enclosed:
 - i). New Annexure - XIII (Rev.01) – Integrity Pact.

for BHARAT HEAVY ELECTRICALS LTD
SDGM / Purchase – CPC



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**GENERAL CONDITIONS OF
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ANNEXURE – XIII (Rev.01)

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 _____

(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 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



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- 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



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- 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 Suspension 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.



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- 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.



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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 per 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) _____
