



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

TENDER NOTICE

Tender Enquiry No.: BHEL/FMS/26-27/26026/02

Date: 12.09.2026

Bharat Heavy Electricals Limited, Jhansi invites **sealed/offline tenders** from eligible and technically qualified parties for disposal of **Scrap Fly Ash** available at BHEL, Jhansi, on the following terms and conditions:

Sl. No.	Particulars	Details
1.	Name of Material	Scrap Fly Ash
2.	Tendered Quantity	20,000 MT
3.	Quantity Variation	±20%
4.	Tender Type	Offline / Sealed Tender
5.	Basis of Price Bid	Rate in ₹/MT
6.	GST	Extra as applicable
7.	Date of Publication	12.09.2026
8.	Last Date & Time for Submission of Tender	19.09.2026 up to 13:15 Hrs.
9.	Date & Time of Opening of Technical/Commercial Bid	19.09.2026 at 14:00 Hrs.
10.	Date & Time of Opening of Price Bid	As per Tender Terms
11.	Place of Submission	Tender Room, BHEL Jhansi, Uttar Pradesh

IMPORTANT TERMS & CONDITIONS

1. The bidder shall quote only the rate per MT for Scrap Fly Ash. The quoted rate shall be exclusive of GST.
2. The tendered quantity is 20,000 MT with a permissible quantity variation of ±20%.
3. The quoted rate shall be firm and fixed throughout the contract period. No escalation shall be admissible on any account.
4. The quoted rate shall be inclusive of all costs towards loading, handling, transportation, labour, equipment, statutory compliance and other incidental expenses up to the declared end-use/utilisation location.
5. GST shall be payable extra as applicable, subject to submission of valid GST documents/invoice.

6. The successful bidder shall have an obligation to commence and continue lifting the Scrap Fly Ash as per the lifting schedule prescribed by BHEL and within the stipulated lifting period.
7. The bidder shall submit details/documents relating to the proposed End User/Recycler, end-use/utilisation and utilisation location, along with the required statutory/environmental authorisations, as specified in the Tender Documents.
8. The bidder shall be solely responsible for obtaining and maintaining all applicable statutory permissions, authorisations, registrations and compliances required for lifting, transportation and utilisation of Fly Ash.
9. The bidder shall submit the Technical/Commercial Bid and Price Bid in sealed envelope. The Price Bid shall be submitted in the prescribed format enclosed with the Tender Documents.
10. The Price Bid shall not be opened along with the Technical/Commercial Bid. Price Bids of only those bidders who are found technically and commercially responsive shall be considered for opening.
11. The tender shall be submitted strictly in accordance with the General Terms & Conditions (GTC), Special Terms & Conditions (STC), Price Bid Format and other Tender Documents issued by BHEL.
12. BHEL reserves the right to accept or reject any or all tenders, wholly or partly, without assigning any reason thereof.
13. BHEL also reserves the right to cancel/modify/postpone the tender process or alter the quantity, as per the applicable terms and conditions.
14. Tender received after the stipulated date and time of submission shall not be considered.
15. In the event of any dispute, the decision of the BHEL administration shall be final.

AVAILABILITY OF TENDER DOCUMENTS

The complete Tender Documents comprising NIT/Tender Notice, GTC, STC, Technical/Commercial Requirements and Price Bid Format shall be made available to the interested bidders from the office of:

Factory Main Store (FMS)
Bharat Heavy Electricals Limited, Jhansi
Uttar Pradesh – 284129

during working hours on all working days during the tender period.

Interested parties may obtain/collect the complete Tender Documents and submit their offers strictly as per the prescribed terms and conditions.

For Bharat Heavy Electricals Limited
BHEL Jhansi

Authorised Signatory
Factory Main Store
BHEL Jhansi

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1. Scope of Contract

BHEL Jhansi intends to dispose of **20,000 MT of Scrap Fly Ash derived from Coal** accumulated at the Ash Disposal Yard of BHEL Jhansi.

The material shall be disposed of on **“As Is Where Is” and “Whatever Is There” basis**. The successful party shall inspect the material and satisfy itself regarding its quantity, quality, condition, location and suitability before commencement of lifting.

2. Rate

Applicable GST and other statutory levies, as applicable, shall be payable by the buyer in addition to the quoted/approved rate.

The rate shall remain firm during the validity of the Rate Contract and no reduction shall be admissible on any account.

3. Quantity

The quantity available for disposal is **20,000 MT ± 20 %**.

The quantity mentioned is indicative only and may vary depending upon actual availability. Payment shall be made on the basis of the actual quantity lifted and accepted by BHEL.

BHEL shall not be responsible for any minimum quantity commitment unless specifically stated otherwise in the Sale Order/Rate Contract.

4. Validity of Contract

The contract shall remain valid for a period of 01 year (365 days) from the date of issuance of the Offer/Award Order, unless terminated earlier by BHEL in accordance with the terms and conditions of the contract.

BHEL reserves the right to extend or modify the lifting period, if considered necessary, subject to approval of the competent authority and mutual acceptance of applicable contractual conditions.

5. Immediate Commencement of Lifting

Considering the urgent operational requirement of BHEL Jhansi, the successful party shall **commence lifting of the material immediately after issuance of the Sale Order/Rate Contract or as directed by BHEL**.

The buyer shall not defer commencement of lifting on the ground that the lifting period extends up to the expiry of the contract period of 01 year (365 days) from the date of issuance of the Offer/Award Order.

The buyer shall submit a detailed lifting schedule to BHEL before commencement of lifting.

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6. Lifting Schedule

The successful party shall ensure systematic and regular lifting of the material so that the accumulated fly ash is cleared within the period specified by BHEL.

The buyer shall provide adequate vehicles, manpower, loading/unloading arrangements and other resources required for timely lifting. The entry and exit points to ash yard will be confirmed by BHEL and vendor to strictly follow the demarked route only avoiding any hinderance to boiler and other plant operations.

Buyer has to lift minimum 1500 MT ash per month.

The buyer shall strictly adhere to such targets.

7. Priority of Lifting

Considering the limited storage capacity at BHEL Jhansi and continuous generation of fresh fly ash, BHEL shall have the right to prescribe the quantity and sequence of lifting from time to time.

The buyer shall comply with such directions without affecting the approved rate.

8. Non-Lifting / Delay in Lifting

If the buyer fails to commence lifting immediately after issuance of the Sale Order/Rate Contract or fails to adhere to the prescribed lifting schedule, BHEL shall issue a notice requiring the buyer to comply within the stipulated period.

In case of continued non-compliance, BHEL shall have the right to take appropriate contractual action, including:

- Cancellation/termination of the Rate Contract;
- Forfeiture of EMD/Security Deposit, wherever applicable;
- Recovery of any loss suffered by BHEL;
- Disqualification/debarment from participation in future BHEL disposal activities, wherever applicable under BHEL rules;
- Disposal of the remaining material through any other suitable mode at the risk and cost of the defaulting buyer, wherever permissible.

9. Security Deposit

Security Deposit - **₹2,76,120.00 in favour of BHEL JHANSI**

Bank Details

Bank: State Bank of India

Account Number: 10670828866

IFSC Code: SBIN0003807

The Security Deposit shall remain with BHEL until satisfactory completion of all contractual obligations by the successful party, including lifting/clearance of the

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material within the prescribed schedule and in accordance with the terms and conditions of the Rate Contract.

In the event the buyer fails to lift the material, either in full or in part, within the stipulated contract period, the Security Deposit of **₹2,76,120.00** shall be liable for forfeiture by BHEL Jhansi, in full or in part, as applicable, as per the terms and conditions of the Rate Contract. Such forfeiture shall be without prejudice to any other rights or remedies available to BHEL, including termination/cancellation of the Rate Contract and disposal of the remaining material at the risk and cost of the defaulting buyer, wherever applicable.

GST and all other applicable Government taxes, duties, cess, levies and statutory charges shall be payable by the buyer as applicable at the time of lifting/removal of the material, in accordance with the prevailing Government policies, laws and regulations.

Any default in payment or failure of complete lifting & violation of any terms of Sale agreement / approval letter by the successful bidder / Buyer, the seller would reserve the right to forfeit the Security Deposit amount.

10. Payment

The Buyer shall make full payment of the value of the material proposed to be lifted, along with applicable GST, taxes, duties, cess and other statutory levies, as stipulated in the Sale Order, before removal/lifting of the material from BHEL premises.

The payment shall be made within the free lifting period specified in the Sale Order and as per the payment procedure prescribed by BHEL JHANSI. Payment shall be made against the actual quantity proposed to be lifted.

No material shall be allowed to leave BHEL premises unless the requisite payment has been received/realized by BHEL and dispatch authorization has been issued by the authorized BHEL representative.

In case the Buyer fails to make the required payment within the stipulated free lifting period, BHEL shall have the right to cancel/terminate the Sale Order/Rate Contract and forfeit the Security Deposit, in full or in part, as applicable, without prejudice to any other rights or remedies available to BHEL JHANSI under the terms and conditions of the contract.

11. Weighment

The quantity lifted shall be determined on the basis of weighment at the designated weighing facility of BHEL JHANSI.

The weighment record shall be treated as the basis for billing/payment.

The buyer shall not dispute the quantity recorded through the approved weighment process except on valid documentary grounds.

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No claim shall be entertained for shortfall in quantity, lifting issues, or any technical error in the weighbridge on days when no loading activity has taken place. The purchaser shall have no right to seek compensation or raise disputes in such cases.

12. Loading and Transportation

All arrangements for loading, handling and transportation of the fly ash shall be made by the buyer at its own cost and risk. The lifting of ash shall be allowed only in presence of authorized representative of vendor, security representative and BHEL. Vendor will be fully responsible to undertake all the gate pass related formalities for entry of empty vehicles and exit of loaded vehicles as per BHEL's instructions.

The buyer shall arrange adequate numbers of suitable vehicles for uninterrupted lifting. Any delay in exit of loaded vehicles due to resource constraints, compliance works and weighments shall be borne by buyer.

All vehicles shall comply with applicable statutory requirements relating to registration, fitness, insurance, pollution control, permits and other applicable requirements.

13. Compliance with Statutory Requirements

The buyer shall be solely responsible for obtaining and maintaining all licences, registrations, permissions, authorizations and approvals required under applicable laws, rules and regulations for lifting, transportation, handling, utilization and disposal of the fly ash.

BHEL shall not be responsible for any statutory non-compliance on the part of the buyer.

The successful bidder shall ensure that the Fly Ash is supplied/utilised only by the declared End User/Recycler at the declared location, as per applicable Government guidelines. In case of a Trader, details of the End User and proposed utilisation shall be submitted to BHEL before commencement of lifting along with an End-Use Declaration. The End-Use/Utilisation Certificate shall be submitted to BHEL.

14. Environmental Compliance

The buyer shall ensure that transportation and handling of fly ash are carried out in an environmentally safe manner and in compliance with applicable environmental laws, rules, regulations and directions of statutory authorities.

The buyer shall take adequate measures to prevent spillage, dust generation and environmental nuisance during loading and transportation.

Any loss, damage, penalty or liability arising due transportation and disposal of ash concerning environmental/statutory non-compliance by the buyer shall be borne by the buyer.

15. Vehicle and Transportation Safety

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The buyer shall ensure that vehicles deployed for lifting/transportation are suitable for carrying fly ash and are operated safely.

Vehicles shall be properly covered/secured wherever required to prevent spillage and dust dispersion during transportation.

The buyer shall comply with all applicable road safety and transportation requirements.

16. Entry of Vehicles into BHEL Premises

Entry of vehicles, drivers and personnel into BHEL premises shall be subject to BHEL's security and safety procedures.

The buyer shall provide all required vehicle and driver details in advance, wherever required by BHEL.

BHEL reserves the right to deny entry to any vehicle/person not meeting the prescribed security, safety or statutory requirements.

17. Safety Requirements

The buyer and its personnel shall comply with all safety instructions issued by BHEL.

The buyer shall be responsible for the safety of its employees, drivers, labourers and representatives engaged in lifting and transportation activities. 5

Any accident, injury or loss arising due to the acts/omissions of the buyer, its employees, agents or transporters shall be the responsibility of the buyer.

18. Inspection and Verification

The buyer shall inspect the material and the site before commencement of lifting.

No claim regarding quality, condition, moisture content, contamination, variation in quantity or suitability of the material shall be entertained after commencement of lifting.

19. Ownership and Risk

Ownership/risk in the material shall pass to the buyer only to the extent and in the manner specified in the applicable Sale Order and after completion of the prescribed payment and dispatch formalities.

The buyer shall be responsible for the material after it has been duly handed over/removed from BHEL premises.

20. No Right to Store Material

The buyer shall not use BHEL premises for storage of lifted or purchased material.

All material removed from the designated disposal area shall be transported outside BHEL premises within the prescribed time.

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21. Damage to BHEL Property

The buyer shall take all necessary precautions to prevent damage to BHEL's buildings, roads, equipment, drains, electrical installations, pipelines and other property during loading and transportation.

Any damage caused by the buyer, its employees, agents or transporters shall be repaired at the buyer's cost or recovered from the buyer as determined by BHEL.

22. Labour and Manpower

The buyer shall deploy adequate manpower for timely lifting.

All personnel deployed by the buyer shall comply with applicable labour laws and BHEL's entry, safety and security requirements.

BHEL shall have no employer-employee relationship with the personnel engaged by the buyer.

23. Prohibition on Subletting / Assignment

The Rate Contract shall not be assigned, transferred or sublet to any third party without prior written approval of BHEL.

The buyer shall remain fully responsible for all contractual obligations even where transportation or other activities are carried out through its authorized agencies.

24. Monitoring of Lifting

BHEL shall monitor the quantity lifted from time to time.

The buyer shall furnish the required lifting/vehicle details and other information whenever demanded by BHEL.

BHEL may review the lifting progress periodically and issue directions for expediting clearance of the material.

25. No Compensation for Non-Availability of Material

The buyer shall not be entitled to any compensation or claim for loss of profit on account of variation in actual quantity available for disposal, operational restrictions, temporary stoppage of lifting or any other circumstances attributable to BHEL, unless specifically agreed in writing.

26. Temporary Suspension of Lifting

BHEL may temporarily suspend lifting activities for safety, security, operational, administrative or other unavoidable reasons.

The buyer shall comply with such instructions and shall resume lifting when permitted by BHEL.

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27. Termination by BHEL

BHEL shall have the right to terminate the Rate Contract, wholly or partly, in case of:

- Failure to commence lifting as stipulated;
- Persistent failure to meet the prescribed lifting schedule;
- non-payment of dues;
- Violation of safety/environmental/statutory requirements;
- Submission of false information/documents;
- Unauthorized assignment/subletting;
- Any other material breach of contractual conditions.

The consequences of termination shall be as specified in the Rate Contract and applicable BHEL rules.

28. Risk and Cost

In case of default by the buyer resulting in termination of the Rate Contract, BHEL may, wherever permissible, arrange disposal of the remaining material through an alternative agency/mode at the **risk and cost of the defaulting buyer**.

Any additional expenditure or loss incurred by BHEL may be recovered from the buyer as per applicable contractual provisions.

29. Taxes and Duties

All applicable taxes, GST, duties, cess, transportation charges, loading charges, labour charges, statutory fees and other expenses related to lifting and transportation shall be borne by the buyer unless specifically stated otherwise.

30. GST Compliance

The buyer shall comply with all applicable GST provisions and shall furnish valid GST registration details and other documents as required by BHEL.

Any liability arising to BHEL due to incorrect/incomplete GST compliance by the buyer shall be recoverable from the buyer.

31. Force Majeure

Neither party shall be liable for failure to perform its obligations to the extent such failure is caused by circumstances qualifying as Force Majeure under the applicable BHEL contractual provisions.

The affected party shall promptly notify the other party regarding such circumstances.

32. Indemnity

The buyer shall indemnify and keep BHEL indemnified against claims, losses, damages, penalties, liabilities, accidents, injuries, statutory claims and expenses

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arising out of or in connection with the buyer's activities, including lifting, handling and transportation of the material.

33. Dispute Resolution

Any dispute arising out of or in connection with the Rate Contract shall be dealt with in accordance with the applicable BHEL contractual provisions and dispute resolution mechanism.

34. Jurisdiction

Subject to the applicable dispute resolution provisions, the contract shall be governed by the applicable laws of India and the competent courts having jurisdiction over **Jhansi, Uttar Pradesh** shall have jurisdiction.

35. General Conditions

The buyer shall comply with all instructions issued by the authorized BHEL representative relating to safe and timely lifting of the material.

BHEL reserves the right to amend the lifting schedule or issue operational instructions from time to time to ensure uninterrupted operation of the coal boiler and effective utilization of the Ash Disposal Yard.

Any matter not specifically covered herein shall be governed by the applicable BHEL rules, policies, standard terms and conditions and the conditions specified in the Sale Order/Rate Contract.

36. The materials offered for sale must be inspected prior to due date of tender. For inspection & other related matters, bidders may contact the following staff:

Engineer (FMS)	Email ID: pavan.kumar@bhel.in Mobile No.- 9936371199
Sr. Manager (FMS)	Email ID: pnyadav@bhel.in Mobile No.: - 9453001046
Sr. DGM (FMS)	BHEL JHANSI, Ph.0510-2462572

Special Condition – Immediate Evacuation

Considering the urgent operational requirement and limited storage capacity at BHEL Jhansi, timely evacuation of the accumulated fly ash shall be treated as an essential condition of the Rate Contract.

The successful party shall not merely have the right to lift the material during the contract period of 01 year (365 days) from the date of issuance of the Offer/Award Order, but shall have an obligation to commence and continue lifting as per the schedule prescribed by BHEL. Failure to maintain the prescribed lifting schedule shall be treated as a material breach of the Rate Contract and shall attract action as provided under the contract.

Note: The above terms may be read along with the applicable BHEL GCC/standard disposal conditions, statutory environmental requirements and the specific conditions approved by the Competent Authority. In case of any conflict, the approved BHEL contractual provisions shall prevail.

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DECLARATION FOR END USE / UTILISATION OF FLY ASH

I/We, M/s _____, having registered office at _____, being the successful bidder/trader for lifting of Fly Ash from BHEL Jhansi, hereby declare and undertake that the Fly Ash lifted by us shall be supplied only to the following authorised/identified end user for utilisation/disposal in an environmentally compliant manner:

Name of Final User/Recycler: _____

Complete Address of Utilisation Site: _____

City/District/State: _____

GSTIN: _____

PAN: _____

Type of Industry/Activity: _____

Proposed End Use of Fly Ash: _____

CTO/Consent No. & Validity: _____

EC/Other Statutory Approval, if applicable: _____

We further declare that the Fly Ash shall not be dumped, disposed of or supplied to any unauthorized person/entity or at any location other than the above declared utilization site without prior written approval of BHEL.

We undertake full responsibility for ensuring that the Fly Ash is transported and delivered to the declared authorized user and is utilized/disposed of only for the declared eco-friendly purpose in accordance with the applicable Government/ MoEFCC/CPCB/SPCB guidelines and statutory requirements.

We shall maintain complete records of the quantity lifted, transported, delivered and utilized and shall furnish the same to BHEL whenever required.

We further undertake to submit an **End-Use/Utilization Certificate** from the final user/recycler, duly signed and stamped, confirming the actual quantity received and utilized/disposed of, along with supporting documents, within _____ days/months after completion of lifting.

In case of any false declaration, unauthorized diversion, dumping or non-compliant disposal/utilization of Fly Ash, the entire responsibility shall rest with us and BHEL shall have the right to take appropriate action as per the Sale Order/GTC/STC and applicable law.

Signature: _____

Name: _____

Designation: _____

Firm: _____

Date: _____

Seal: _____

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END-USE / UTILISATION CERTIFICATE OF FLY ASH

This is to certify that M/s _____ has supplied Fly Ash lifted from **BHEL Jhansi** to our facility situated at:

Name of User/Recycler: _____

Address: _____

City/District/State: _____

GSTIN: _____

CTO/Consent No.: _____

The following quantity of Fly Ash has been received and utilised/disposed of:

Quantity Received: _____ MT

Quantity Utilised/Disposed: _____ MT

Period of Utilisation: _____ to _____

Purpose/End Use: _____

We hereby certify that the above Fly Ash has been utilised/disposed of at the above-mentioned location for the declared purpose and has not been dumped or disposed of at any unauthorised location.

The information furnished above is true and correct and shall be produced before BHEL/SPCB/CPCB/any competent authority whenever required.

For M/s _____

Authorized Signatory

Name: _____

Designation: _____

Date: _____

Company Seal