

**Expression of Interest (EOI) for Sale of Fly Ash for Micro and Small Enterprises/ and
'Local users' from Adhunik Power & Natural Resources Ltd, Sarikela-Kharswan-Jharkhand
(Eligible for Fly Ash Product Manufacturers)**

EOI NO: APNRL/EOI/26-27/11326

Date: 13.03.2026

Auction Date & Time* : 19.03.2026 from 10 AM to 12 PM
Inspection Date : Any working day till the day before the auction

Important dates (tentative- working days) :

Activity	Tentative date
Issue date of EOI	13.03.2026
Last date and time for receiving pre-bid queries	15.03.2026
APNRL response to queries lasted by*	16.03.2026
Tender Submission	19.03.2026
Information of qualified bidders by APNRL	19.03.2026

Contact Information (Adhunik Power & Natural Resources Limited) :

Station / Unit	Name	Contact No.
Adhunik Power & Natural Resources Limited (2 X 270 MW Thermal Power Plant)	1. Mr. Prosanta Chakraborty	8585078431
	2. Mr. Nitin Agarwal	9771404921
	3. Satyendra Singh	7319942725

Submission of Bid:

Sealed BID is to be submitted by the bidder by 19.03.2026, 17:00 HRs by Speed post / Registered post/e-mail at the address mentioned below: -

The BID may be submitted to below mentioned address:

Mr. Nitin Agarwal Asst. General Manager (Contract), e-mail- nitinagarwal@adhunikpower.co.in	Adhunik Power & Natural Resources Ltd.(2x270 MW Power Plant), Padampur, Kandra-Chowka Road, Sarikela-Kharsawan, behind PGCIL Substation, Jharkhand-832402.
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“The top left-hand corner of the envelope shall indicate with “EOI for Utilization / off taking of fly ash from APNRL by MSE buyers”

Participation Terms:

- Declaration as a qualified buyer by Adhunik Power & Natural Resources Limited authorities
- Minimum quantity of Fly Ash / Pond Ash that a buyer is allowed to bid for is 10,000 MT per Annum.

Auction shall be conducted at below address:

Adhunik Power & Natural Resources Limited.

Padmapur, Saraikela -Kharsawan, Jharkhand

EOI No: APNRL/EOI/26-27/11326 Date: 13 .03 .2026

1.0 Introduction

APNRL (henceforth referred to as Adhunik Power & Natural Resources Limited which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) intends to promote utilization of Fly Ash /Pond Ash as resource material. To facilitate this, APNRL wishes to supply Fly Ash / Pond Ash for a period of One (01) Year (2026-27). APNRL thus invites Expression of Interest from eligible and interested buyers for purchase of Fly Ash/ Pond Ash supplied by its 2X270 MW Adhunik Thermal Power Plant as mentioned below:

2.0 Scope of Supply

The Fly Ash / Pond Ash shall be supplied to the interested buyers from the Designated Delivery Point(s) i.e. Fly Ash Silo / Ash dyke on as available basis for the Units of the Adhunik TPP. Delivery of FLY ASH / POND ASH to be made from Fly Ash Silo / Ash dyke. The buyer(s) shall make arrangements for loading and taking delivery by road in their own arranged bulkers/ covered trucks or any other mode of low carbon option specified by Ministry of Power. The maximum quantity available for supply from APNRL is brought out as under:

Power Stations / Location	Reserved Quantity Available	Quality to be supplied	Time Period of Supply
Adhunik Power & Natural Resources Limited	180000 MT	Fly Ash / Pond Ash - on “as available” basis	01 Year (2026-27)

Note: i). Minimum Bid Quantity per Buyer = 10,000 MT / Annum (i.e. the minimum quantity which a buyer has to bid for).

ii). Total Available Quantity may vary +/- 20% on as and where basis.

3.0 Bidding Details

Detailed Conditions and Scope of Work are given in the Bid Documents for APNRL., which can be downloaded from the website <https://www.adhunikpower.com/tender.html> referred below:

Period of Supply	01 Year (2026-27)
Submission of Expression of Interest	As per Catalogue

4.0 Credentials and PQR:

- i. The prospective bidders, who have adequate documents to fulfill criteria of credentials and the Pre-Qualification Requirement (PQR) as detailed hereunder for respective tender, will send the scanned self- certified copies of requisite documents as required in tendering process.
- ii. Following shall be the Pre-Qualifying Requirements for the bidders:-
 - a. As per MoEF notification dated 31st December 2021 for utilization of fly ash / pond ash, the bidder should be either the user agency itself or the trade agency, which is legally connected with the end user of fly ash, which is legally connected with the end user of fly ash / pond ash. **(undertaking to be submitted in this regard is enclosed as Annexure- I).**
 - b. MSEs having either a valid 'Consent to Operate' (CTO) issued by CPCB / SPCBs, wherever applicable, or a valid MSE / Udyam registration certificate.
 - c. Local Users' situated within a 100 km radius of the plant, on the basis of a self-declaration, confirming that the ash will be utilized solely for eco-friendly purposes.
 - d. The average turnover of the bidder during last three financial years should be more than Rs. 1 Cr per year. Audited balance sheet showing business turnover and profit & loss account for last three years should be submitted.
 - e. The bidder should have utilized at least Ten Thousand MT of fly ash in their plants during last year. Bidder shall submit the credentials of utilization of 10,000 MT fly ash in the previous year.
 - f. The successful bidders shall have to lift the quantity of pond ash from ash pond equivalent to 25% of their total ordered quantity. In the event of less lifting of allocated quantity in any month, the buyer shall have to cover the unlifted quantity of pond ash in next month.
 - g. Certified copy of Income TAX, VAT, GST, Sales TAX and EPF registration issued by competent authority should also be submitted.

5.0 Qualifying Requirements for the Buyer :

- Buyer should be proprietorship firm / partnership firm / company.
- Buyer should be an End User / Industry of ash-based products (They have to submit certificates issued by statutory authorities depicting that they are directly engaged in manufacturing of Brick, RMC, Block, Tiles, sintered or cold bonded ash aggregates, fiber cement sheets, pipes, boards, panels, etc.
- Buyers shall submit an undertaking of utilizing the Fly Ash / Pond Ash in Cement, or any other Ash based product / Industry, i.e., that the Fly Ash / Pond Ash uplifted from TPP is being as of Brick,RMC, Block, Tiles, sintered or cold bonded ash aggregates, fiber cement sheets, pipes, boards, panels, etc. **(Annexure-IIA)**
- The buyer shall submit the indemnity bond to TPP indemnifying TPP any pecuniary loss arising out of noncompliance of State Pollution Control Board norms and rules, guidelines, acts of MOEF&CC. **(Annexure-IIB)**
- The buyer shall uplift the ash in bulkers/closed trucks (without spillage on roads) or any other mode specified by MoP guidelines dated 30.01.2026.
- The buyer shall submit the Compliance of State Pollution Control Board norms and rules, guidelines, acts of MOEF &CC. **(Annexure-IIC)**
- The buyer shall give an undertaking for lifting a minimum quoted quantity without any deviation. **(Annexure-IID)**
- The buyer has to give an undertaking of complying with all safety provisions of State Factory Act and safety norms and guidelines of APNRL. **(Annexure-IIIE)**
- All the ash shall be equitably distributed to the awarded buyers through Yankee Auction (PQT) process by tendering at Adhunik Thermal Power Plant after being declared successful in the auction for the qualified quantity.

- The Buyer shall comply with norms stipulated by MOEF& CC for issue of Fly Ash / Pond Ash.
- For sale of Ash through Auction, opportunities shall be given to each of those Vendors who bid for purchase of minimum of 10,000 MTPA Fly Ash / Pond Ash, and remaining quantity of ash shall be issued to interested vendors at prorate basis at discretion of APNRL
- Initially the agreement with successful buyers for purchase of Fly Ash / Pond Ash shall be for a period of one year which may be further extendable up to another one year based on satisfactory performance of the buyer(s).
- The Floor price for sale of Fly Ash / Pond Ash shall be Rs 1/ MT and final price shall be discovered by “Yankee Auction Methodology (PQT)” by tendering process at Adhunik Power & Natural Resources Plant. Amongst successful cement manufacturing / End Users of FLY ASH / POND ASH buyers.
- EMD shall be submitted by buyers to Adhunik Power & Natural Resources Limited.

6.0 Submission of Expression of Interest.

BID to be submitted by the Buyers through Speed post / Registered post at our registered addressor via e-mail.

7.0 CONTACT PERSON AT APNRL

Station / Unit	Name	Mobile No.
2X270 MW- Adhunik Power & Natural Resources Plant	1. Mr. Prosanta Chakraborty	8585078431
	2. Mr. Nitin Agarwal	9771404921
	3. Mr. Satyendra Singh	7319942725

8.0 Websites

For referring to Invitation for Tender, Tender documents, and downloading of the same <https://www.adhunikpower.com/tender.html>

INSTRUCTIONS TO PARTICIPANTS

9.0 Introduction

Adhunik Power & Natural Resources Ltd at Padampur, Kandra, Sariekela district Jharkhand (hereinafter called “APNRL/Supplier”) will sell/supply Fly Ash / Pond Ash from units of 2X270 MW Thermal Power Plant, mentioned in the invitation for BID.

10.0 Scope of Supply

- a) APNRL invites BID as specified in the tender catalogue – document / BID document for the Supply of Fly Ash/Pond Ash to the interested and eligible MSE users in the approved avenues of ash disposal as per the notification of MoEF & CC from the designated delivery points on as available basis i.e. Fly Ash Silo/ Ash dyke in the buyer’s bulkers / covered trucks or by rail mode on as is where is basis.
- b) The scope of buyer under this tender is to take delivery of Fly Ash from the designated delivery point
- c) as mentioned above in point (i), as detailed in the bid document, in their own bulkers/covered trucks.
- d) Total quantity of Fly Ash in MT from the Station is available tentatively as per details given hereunder

Power Stations / Location	Quantity available	Quality to be supplied	Period of Supply
Adhunik Power & Natural Resources Ltd Plant	180000 MT	Fly Ash / Pond Ash - on “as available” Basis	01 Year

**NOTE: Minimum Bid Quantity per Buyer = 10,000 MT/ Annum,
Total Available Quantity may vary +/- 20% on as and where basis.**

Expression of Interest will be submitted through speed post / registered post/e-mail. On submission of the BID, It would be construed that the Buyer has satisfied himself about all terms mentioned in the BID Document and No Complaint, whatsoever, would be entertained in this regard thereafter.

11.0 Submission of BID

- i. BID is to be submitted by the buyer through speed post / Registered post/e-mail at our registered office.

Late BID Submission

- ii. There is no provision for submission of BID after last date.

12.0 Pre-Auction Requirement

In order to participate in an auction, buyers meet the pre-auction requirements as per Para 5.0 above. In addition, all buyers, whether Proprietor, Partnership Firms or a Company, are to submit relevant documents as mentioned at **Annexure-IA**.

13.0 Modification and Withdrawal of BID

No BID can be withdrawn.

14.0 Supplier's Right to accept any BID or to reject any or all BIDs.

Notwithstanding anything mentioned above, the Supplier reserves the right to accept or reject any BID, either in full or in part or to annul the auction process and reject all BID at any time prior to allocation of quantity, without assigning any reason thereof.

15.0 Supplier's Right to vary quantities at the Time of allocation / supply.

The Supplier reserves the right at the time of allocation or during the period of supply to increase, decrease or delete the quantity of Fly Ash / Pond Ash from that originally specified in the bid documents without assigning any reason.

16.0 Understanding and Clarification of BID Documents.

- i. The Buyer is expected to carefully examine the BID Documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Buyer finds discrepancies or omissions in the BID Documents or is in doubt as to the true intent or meaning of any part thereof, he shall at once request in writing in triplicate to the Supplier for an interpretation/clarification of the BID Documents. However, such request must reach the Supplier one days before start of Auction otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the Buyer shall submit his BID but within the time and date as specified in the invitation to BID. All such interpretation and clarification shall form a part of the BID Documents.
- ii. Verbal clarifications and information given by Supplier or its employees or representatives shall not be in any way binding on the Supplier.

17.0 Award for supply of Fly Ash / Pond Ash

- i. The Supplier will issue Award Letter of allocation for sale of Fly Ash / Pond Ash in writing to the successful Buyers. The successful buyer shall return the duplicate copy of the award letter duly signed & stamped as token of their acknowledgement.
- ii. Supplier shall be the sole judge in this regard.
- iii. Buyer would be required to comply with all requirements of the notification of allocation without any extra cost to the Supplier, failing which his bid security may be forfeited.

18.0 Check List

- i. The buyers are requested to duly fill in the Check List enclosed at **Annexure IV**.
- ii. The checklist gives only certain important items, to facilitate the buyer to make sure that necessary data/information is provided by him in this proposal. This however, does not relieve the buyer of his

responsibility to make sure that his proposal is otherwise complete in all respects.

19.0 Deviation

Any Deviation taken in the terms and conditions of the BID catalogue / BID Documents by the buyer will not be acceptable and buyer will not be allowed to participate (**Annexure-III**) and may result in forfeiture of Bid Security.

GENERAL CONDITIONS OF SUPPLY

20.0 Acquaintances of local conditions

It will be imperative for the Buyer to fully inform himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

21.0 Language of the Contract

All Expression of Interest shall be submitted in English Language.

22.0 Confidentiality

- i. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for allocation shall not be disclosed to buyers or any other person not officially concerned with such process.
- ii. Any effort by the buyer to influence the Supplier in the Supplier's bid evaluation, bid comparison, or allocation decisions may result in the rejection of the Buyer's bid.
- iii. From the time of bid opening to the time of allocation, if any Buyer wishes to contact the Supplier on any matter related to its bid, it should do so in writing.

23.0 Examination of Bids and Determination of Responsiveness

- i. The Supplier will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. The Supplier may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Buyer.

24.0 Force Majeure

- i. For the purposes of this Agreement, "Force Majeure" means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.
- ii. Subject to clause hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under above clause;
 - a. Act of God,
 - b. fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event,
 - c. war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party, or any event owing to any restrictions, directives/directions imposed

or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events).

- iii. FORCE MAJEURE EXCLUSIONS: Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:
- a. prevailing weather conditions at the place of performance of the services, including during monsoon periods;
 - b. failure or delay in performance by any Subcontractor;
 - c. any labour unrest/strikes or any other event of the like nature caused by buyer (which includes its subcontractors) shall not be considered as a force majeure occurrence
- iv. In the event of a Force Majeure occurrence, the Party that is or may be delayed in performing the Agreement shall notify in writing to the other Party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the Parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the Party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other Party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other Party within fifteen (15) business days, after the Party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non- receipt.
- v. Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the Party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other Party.
- vi. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective Parties.

25.0 Insurance & Buyer's Liability

- i. The Buyer shall be fully responsible for maintaining all the insurances as per law of land at its cost.
- ii. The Buyer shall at all times indemnify the APNRL against all losses, claims, damages or compensation arising out of any accident or injury to any person (whether in employment of buyer or not) or property in or about the plant including the Silo area (inside/outside the plant) which may arise out due to buyers act/negligence while carrying out the contract.

26.0 Suspension of the Supply

- i. The Supplier reserves the right to suspend and reinstate execution of the whole or any part of the supply.
- ii. The Supplier shall not be responsible for any liabilities for suspension of issue of Fly Ash / Pond Ash or issue of reduced quantity of Fly Ash / Pond Ash for any reason whatsoever.

27.0 Indemnity for defense of Suits

- i. Buyer shall indemnify, defend and hold harmless APNRL and/or its officials, personnel, representatives etc. for any actions, proceedings, suits, accounts, claims, dues, damages, costs (including, but not limited to, legal fees and other professionals), losses, expenses, penalties, demands or liability (a) arising out of any occurrence,

including, Buyer's breach of this Agreement or any negligent or intentional acts or omissions of Buyer or its representatives, or (b) any third party claims arising from Buyer's performance or its transporter's performance under this Agreement or (c) in connection with any claim/penalties relating to this Agreement.

28.0 Recovery of Sums Due

Whenever any claim for the payment of the sum of money arises against the buyer, the Supplier shall be entitled to recover such sum by appropriating in whole or in part, from advance deposited against Fly Ash and /or the Contract Performance Guarantee deposited by the buyer.

29.0 Safety Requirements

The buyer shall ensure safety and security of all its personnel as per Contractor Safety requirement policy of APNRL, working at different places in connection with this supply and shall be fully responsible for the same. All safety tools and tackles required like helmets, goggles, gas masks, respiratory masks, gumboots, shoes, safety belts wherever required will be provided by the buyer. The buyer shall also ensure safety and security of all APNRL and their own personnel at delivery site.

30.0 Disorderly Conduct

The buyer shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the buyer's staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the delivery site against the same.

31.0 Governing Law:

This agreement shall be governed by and construed in accordance with the Laws of India.

Settlement of Dispute:

The competent Courts at Kolkata alone shall have the exclusive jurisdiction in all matters such as disputes, questions or differences of opinion between both the parties concerning or arising under the contract.

SPECIAL CONDITIONS OF SUPPLY

32.0 Scope of Supply

- i. Supplier (i.e. APNRL) would be in a position to make available allocated quantity of Fly Ash/ Pond Ash subject to availability, Force Majeure conditions and unplanned outage of the units of APNRL.
- ii. The supplier reserves the right to supply the quantity not lifted by the buyers within stipulated time frame to any other party at the sole discretion of the supplier.
- iii. Quantity: 1,80,000MT
- iv. Period: 01 Year

33.0 Working Hours

Delivery of Fly Ash / Pond Ash is intended to be given on all weekdays including Sundays.

34.0 Delivery Point

- i. The point of delivery by APNRL shall be the Fly Ash Silo / Ash dyke of APNRL; 2X270 MW Padampur, Kandra Thermal Power Plant.
- ii. Fly Ash shall be considered to have been delivered as it passes into the buyer's vehicle at the loading point.
- iii. The company's standard terms & conditions for Ash loading shall apply.

35.0 Quality of Fly Ash

APNRL would deliver Fly Ash / Pond at designated delivery point(s) on "as available" basis.

36.0 Methodology for Pricing

- i. Price chargeable to buyer(s) shall be the price discovered resulting from the bids received as per the methodology described in **Clause 39 & 40** in Rupees per MT.
- ii. All statutory duties / taxes / levies shall be charged extra.

39.0 Price & Bidding Methodology

EXAMPLE

Parameters:

- Total offered quantity: 10000 Tons (Ten Thousand Ton)
- Minimum Bid Quantity: 100 Tons

Quantity Allocation & De-allocation:

Following criteria would be adopted in deciding the successful bidders:

- i. Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
- ii. If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
- iii. Accordingly, once all the available quantity is booked and further bids are received, deallocation would be done from the bidder who have been accorded least precedence at the time of allocation and so on.

41.0 Award-Criteria

The party shall be awarded the quantity as quoted at discovered price. If cumulative quantity at discovered price is more than tendered quantity, party shall be allocated the quantity on pro-rata basis.

42.0 Award price

Discovered Price shall be the award price and shall remain firm for the duration of agreement.

43.0 Period of Supply

Duration of Supply of Fly Ash / Pond Ash from APNRL's Plant shall be for a period of One (01) Year.

44.0 Upward Quantity Flexibility

If requested by the Buyer, the Supplier may consider supply of additional quantity over & above the allocated quantity subject to availability and at the sole discretion of the supplier.

45.0 Payment Terms & Bank Charges

- i. Delivery shall be made against advance payment in the form of NEFT / RTGS / Bank Transfer in favor of "ADHUNIK POWER & NATURAL RESOURCES LIMITED" payable at KOLKATA. The amount of advance shall be equivalent to value of one month of off-take quantity. Advance shall be adjusted against delivery on daily basis.
- ii. All Bank Charges shall be borne by the buyer.

46.0 Commencement of first off take

Commencement of first off take for buyers of Fly Ash / Pond Ash immediately from the date of issue of Letter of Award unless specifically agreed by the Supplier.

47.0 Weighment for Invoicing

Fly Ash / Pond Ash shall be issued based on actual weighment. Weight so recorded shall be considered final.

48.0 Compensation against shortfall during regular off take

- i. After commencement of first off take, buyer will be required to lift Fly Ash / Pond Ash on regular basis in accordance with agreed quantity as per contracted schedule. The buyer shall have to lift at least 80% of annual contracted quantity / annual adjusted quantity (in case of short supply) on prorata basis. In case buyer fails to lift the minimum quantity (80% of annual contracted quantity / annual adjusted quantity), compensation amount @ 10% of the awarded price (rounded to the nearest whole number on the higher side) will be charged on the shortfall quantity (80% of annual contracted / annual adjusted quantity – Actual quantity lifted for the

year).

- ii. For the purpose of calculation of provisional compensation, quarterly breakup of the total contracted quantity or the adjusted quarterly quantity (in case of short supply) will be done and compared with actual quantity lifted by the buyer for the quarter.
- iii. Final compensation will be calculated after final reconciliation and adjustments, if any will be made. However, gross compensation amount will be limited to the CPG amount.
- iv. Compensation due on a buyer, if not deposited separately will be deducted from the advance available or recovered from the CPG of the buyer.
- v. Quarterly quantity shall be considered from the scheduled date of start till completion of quarter and subsequently so on till expiry of contract.

49.0 Termination of Contract

- i. In case, Fly Ash / Pond Ash offtake falls below 80% of the contracted or adjusted quantity (whichever is lower), during any three consecutive months on cumulative basis, APNRL reserves the right to terminate the contract by giving one month notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract, the liquidated damages will be payable by the buyer at the aforesaid rate mentioned in **Clause 48** i.e @ 10% of the awarded price (rounded to the nearest whole number on the higher side) for the short fall quantity below 80% of the contracted / adjusted quantity and the gross amount of liquidated damages / compensation shall be limited to the CPG amount. Consecutive three months shall be considered from the scheduled date of start till completion of three months and subsequently so on till expiry of contract.
- ii. The Supplier also reserves the right to terminate the contract in the event of breach of contract by the buyer giving one month notice in writing of their intentions to do so and in such an event the buyer shall not be entitled to any compensation from the supplier. In the event of termination of contract for any reasons of breach of contract, liquidated damages as arrived under **Clause 48** above shall be payable by the buyer.

Following will constitute Breach of Contract:

- a) Delay in first off-take by Buyer from committed date by more than three months.
- b) Buyer is not complying with operational and safety requirements and neglecting instructions of Engineer-In-Charge.
- c) Buyer has failed to discharge his obligations according to the terms & conditions of contract.

50.0 Shortfall in supply by Supplier

- i. Fly Ash / Pond Ash is a product of coal combustion, which again is subject to the demand of electricity in the areas allocated by the regulatory authorities. Scheduled and unscheduled shutdowns also affect generation of electricity and thus generation of Fly Ash / Pond Ash. Though all efforts will be made to maintain contracted quantity of Fly Ash / Pond Ash available, Supplier does not guarantee availability of Fly Ash / Pond Ash as per contracted quantity regularly and will not be liable for any compensation or damages for non delivery of required quantity of the Fly Ash / Pond Ash.
- ii. In case Supplier is unable to provide the average monthly/quarterly contracted quantity of Fly Ash / Pond Ash due to any reasons including forced outages of the plant, congestions etc. supplier in respect of each buyer shall accordingly adjust the average monthly/quarterly contracted quantity downward. Under such circumstances the determination of compensation referred at **Clause 48** above shall be computed with respect to adjusted yearly / quarterly quantity.

- iii. Determination of monthly quantity i.e for any three months for Termination of Contract in case of short supply by the Supplier shall also be computed w.r.t quantity made available to the buyer on monthly / quarterly (i.e for any three months) / yearly as stated in **Clause 49**.
- iv. Supplier may offer additional quantity of Fly Ash / Pond Ash at a later date subject to availability, if agreed by buyer. The quantity so offered and agreed by buyer at a later stage, will form a part of the annual contracted/adjusted quantity.

51.0 Taxes, Duties, Levies etc.

- i. The Buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the Supply of Fly Ash / Pond Ash. Such statutory liabilities, if any, shall be paid by buyer extra at actual.
- ii. All Fly Ash / Pond Ash will be sold on Designated Delivery Points / Ex Silo / Ex Works basis. Regarding exports of Fly Ash / Pond Ash by the buyer, it is the responsibility of the buyer to fulfill their export obligations as may be required, and any shortfall in this regard shall be to the account of the buyer only. The buyer indemnifies the APNRL against all such liabilities and losses on failure to fulfill the export obligations, if any.

52.0 Delivery

- i. Buyer should depute his authorized representative to the power station for co-ordination and taking delivery of Fly Ash / Pond Ash.
- ii. Delivery will be from Fly Ash Silo / Ash dyke to bulkers / closed trucks only, which are suitable for loading from designated Fly Ash Silo / Ash dyke. Open trucks will not be allowed to take delivery.
- iii. Supplier has right to suspend the delivery of Fly Ash / Pond Ash, if advance amount is not available with the supplier by the required date and such suspension of delivery shall be to the account of buyer.

53.0 Responsibility during Transportation

- i. The buyer will be responsible for any kind of injuries or accidents caused to their employees or laborers or any other person and APNRL will not be liable in the matter. If any action is brought against the APNRL for payment of damages or compensations, the buyer shall indemnify the APNRL from all such action or claim from damages/compensation. If the APNRL is held liable for any compensation, buyer shall forthwith compensate the APNRL if any, such claim arose after expiry of the contract period.
- ii. The Buyer's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.
- iii. The buyer shall be solely responsible for proper management, loading, transportation, unloading, handling, utilization etc. of FLY ASH lifted by self or its hired agency(ies)/transporter(s) from the TPP on a daily basis, right from loading point at the Plant to its unloading points. The buyer shall be responsible for cleaning or handling of enroute spillage of FLY ASH (if any due to mishandling or accident, as the case may be) in an environment- friendly manner without causing fugitive dust emissions or inconvenience to the public. If Central or State Government Department(s)/Agency(ies)/Authority(ies), Local Body(ies) etc. raises their claim(s), compensation(s), penalty (ies) towards mishandling, improper transportation, enroute spillage, fugitive dust emission, environmental loss, accident(s) etc. shall be solely borne by buyer during/beyond tenure of this Agreement w.r.t FLY ASH / POND ASH lifted under this Agreement.
- iv. Persons engaged by the buyer for the receipt of FLY ASH / POND ASH from the TPP shall always follow all the rules & regulations and safety protocols of APNRL and shall follow the instructions of the authorized representative(s) of APNRL.

- v. That any spillage caused while loading and transportation of FLY ASH / POND ASH shall be cleaned by the buyer immediately and without any delay, in terms of the relevant regulations. Any damage to APNRL's property/ equipment due to the action/negligence of the buyer or its transporter(s) shall be the liability of buyer and any cost on account of such repair shall be solely borne by the buyer.
- vi. APNRL reserves the right to recover the damages caused by vehicles or manpower deployed by the buyer in APNRL's premises; It is further clarified that if any vehicle/ personnel deployed by the buyer causes damage to the APNRL's property and/or conflicts with its staff, the same shall be blacklisted and/or the permit/entry pass shall be cancelled.

54.0 Billing

Supplier will issue Exit Gate Pass on daily basis and invoices on daily/weekly/fortnightly basis and shall deliver to the Buyer(s) an invoice showing the value of the Fly Ash delivered for each day, along with applicable GST etc. and shall be adjusted against the advance payment made by the buyer(s) as per **Clause 45**.

(For and On Behalf of APNRL)

BID FORM
(On Official Letter Head of the Buyer)

To,
ADHUNIK POWER & NATURAL RESOURCES LIMITED,
Subject – Regarding Submission of Financial Bid with reference to APNRL/EOI/26-27/11326 Dt. 13/03/2026

Name of The Company	Bid Quantity (MT)	Offered Price Rs./MT

I/We hereby declare that the above offer for purchase of Fly Ash/Pond Ash has been submitted with full knowledge and understanding of the tender conditions, site conditions, and all relevant factors affecting the offer.

I/We further confirm that the quoted price is **final and binding** and shall remain valid as per the terms and conditions of the tender.

Date: _____

Signature _____

Place: _____

Name _____

Designation _____

Common Seal or Stamp _____

ANEXURES

ANNEXURE – IA

Schedule for Qualifying Requirements

A. We seek qualification as per Clause No. 6 (a) under the category (Individual / Partnership Firm / Company), as end user of Fly Ash / Pond Ash. Details are as per ANNEXURE-IIA-2.

B. As per Clause No. 16 we are enclosing the following documents: -

a. In case of Partnership firm

Sl. No.	Documents	Enclosed (Yes / No)
1	The authenticated photocopy of Partnership Deed	
2	MSME Registration Certificate of Firm	
3	Specimen Signature of all partners of the firm duly attested by their Bankers	

b. In case of Public or Private Companies

Sl. No.	Documents	Enclosed (Yes / No)
1	The up to date amended and Certified True Copy of the Memorandum & Article of Association of the Company	
2	Certificate of Incorporation	
3	Certificate of Commencement of Business (in case of Public Limited Companies Only)	
4	Board Resolution for authorization to bid	
5	Specimen Signature of a Director / Secretary or other persons duly attested by the Banker	

For and on behalf of _____

Signature :
(Authorized Representative) :

Name :

Designation :

ANNEXURE – IIA

UNDERTAKING

(On Official Letter Head of the Buyer)

To,

ADHUNIK POWER & NATURAL RESOURCES LIMITED,

Subject: Undertaking for manufacture of Brick, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc using Fly Ash / Pond Ash.

Dear Sir,

This is to certify that we M/S _____ the buyer for purchasing the ADHUNIK POWER & NATURAL RESOURCES LIMITED Fly Ash / Pond Ash against BID No. APNRL/EOI/26-27/11326 Dt 13.03.2026 declared that the Fly Ash / Pond Ash, if allocated to us, shall be used in Manufacturing of Brick, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc..

In case APNRL will require of Ash utilization certificate then same will be provided by our firm in line with form Annex-IIA-1, attached here with.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

ANNEXURE -IIA-1

(To be submitted after 1st month from starting of lifting of Fly Ash/ Pond)

To,

ADHUNIK POWER & NATURAL RESOURCES LIMITED,

Subject – Regarding utilization certificate of Fly Ash / Pond Ash

Dear Sir,

This is to certify that we M/S _____ the bidder for purchasing the Adhunik Power & Natural Resources Limited Fly Ash against EOI No. APNRL/EOI/26-27/11326 Dt. 13.03.2026 declared that we are the End User of Fly Ash for manufacturing of Cement/ Asbestos Sheet/ RMC (Ready Mix Concrete), RCC Pipes and Fly Ash Building Products/ Other products of Fly Ash and we have successfully utilized _____ (MT) allocated ash strictly in compliance of MoEF&CC notification application from time to time.

- 1. Detail of Plant/Manufacturing Details –**
 - a. Full Address of the Plant –**
 - b. Capacity of the Plant –**
 - c. Product Manufactured and Daily Average Production –**
 - d. Total Quantity of Fly Ash required –**
 - e. Measures to avoid pollution from Fly Ash during production –**
- 2. Vehicle wise lifting details (date, vehicle no., weight, weighment slip no.)**
- 3. GSTR 3B – monthly**
- 4. Copy of Tax Invoice of products of Fly Ash.**

Further we undertake that:

- 1. We will utilize the Fly Ash for manufacturing only and will not misuse it.**
- 2. We will quarterly provide the details of Fly Ash lifted and products manufactured by us.**
- 3. We will bear all the legal liabilities imposed by the government over the product manufactured.**

All the information provided above are true to the best of our knowledge and we will abide all the terms and conditions mentioned above. We are well aware in case the information mentioned above is not correct or the terms & conditions are not followed our permission can be terminated.

Thanking You

For USER

Encl: 1). Vehicle wise lifting details (date, vehicle no., weight, weighment slip no, GSTR 3B, Invoices

ANNEXURE -IIA-2

UNDERTAKING
(On Official Letter Head of the Buyer)

(To be submitted along with Expression of Interest)

To,
ADHUNIK POWER & NATURAL RESOURCES LIMITED,

Subject: Undertaking for End User Certificate of Fly Ash.

Dear Sir,

This is to certify that we M/S _____ the buyer for purchasing the ADHUNIK POWER & NATURAL RESOURCES LIMITED Fly Ash / Pond Ash against EOI No. APNRL/EOI/26-27/11326 /; Dt 13.03.2026 declared that we are the End User of Fly Ash for manufacturing manufacture of Brick, RMC-Ready Mix concrete, Block, Tiles, sintered or cold bonded ash aggregates, fibre cement sheets, pipes, boards, panels, etc.

Thanking you,

(Signature of authorized person)
(Name & Designation)

(Seal/ Stamp of Company)

ANNEXURE - IIB

Indemnity Format INDEMNITY BOND

(TO BE EXECUTED ON RS. 50 NON-JUDICIAL STAMP PAPER)

We _____(Name of the Buyer) shall hold harmless and indemnify the Adhunik Power & Natural Resources Limited, Padampur, Saraikela -Kharsawan, Jharkhand from and against damage, loss and expenses arising from any:

- Nonobservance of environmental acts, guidelines issued from time to time by MOEF & CC, UPPCB, CPCB etc.
- Also, from any accidents arising in or due course of loading (taking of Fly Ash) & Transportation; to any of the APNRL Officials, Contractors, Contract Labours, Associate Agencies of APNRL.

If any action in court is brought out by third party against the APNRL or an officer or agent of APNRL for the failure or neglect on the part of the firm, _____(Name of the Buyer) to perform any acts, matters, covenants or things under the agreement, or for damage or injury caused by the alleged omission or negligence on the part of the firm, his agents, representatives or his Sub-Contractors, Workmen, Suppliers or Representatives / Employees, the firm shall in such cases indemnify and keep the APNRL and/or its representative harmless from all losses, damages, claims, expenses or decrees arising out of such action.

We _____(Name of Buyer) at our own expense, defend and indemnify the APNRL (Address) against all third party claims of Infringement of Intellectual Property Rights, including Patent, Trademark, Copy Right, Trade Secrete or Industrial Design Rules arising from use of the items or any part thereof. The APNRL shall not pay any compensation to any party resulting from such infringement and we shall be fully responsible for the same, including all expenses and court and legal fees.

Place:

Signature:

Date:

Name:

Designation:

Official Seal:

Witness:

1. _____
2. _____

ANNEXURE -IIC
UNDERTAKING

(On Official Letter Head of the Buyer)

Date:

To,
ADHUNIK POWER & NATURAL RESOURCES LIMITED,

Subject: Undertaking for Compliance of MOEF & CC and State PCB Norms

Dear Sir,

This is to certify that we M/S _____ the buyer for the Adhunik Power & Natural Resources Limited Fly Ash / Pond Ash against EOI No. APNRL/EOI/26-27/11326 /; Dt:13.03.2026 that the Fly Ash / Pond Ash, if allocated to us, shall comply with all the provisions of MOEF and State PCB Norms.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

ANNEXURE -II D

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

ADHUNIK POWER & NATURAL RESOURCES LIMITED

Subject: Undertaking for Compliance to Uplift Minimum Quoted Quantity of FLY ASH Allocated.

Dear Sir,

This is to certify that we M/S _____ the buyer for the ADHUNIK POWER & NATURAL RESOURCES LIMITED for Fly Ash / Pond Ash against EOI No. APNRL/EOI/26-27/11326 Dt:13.03.2026 that the Fly Ash / Pond Ash, if allocated to us, shall Uplift minimum quoted quantity without any deviation & without any spillage on roads etc.

Thanking you,

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

ANNEXURE -II E

UNDERTAKING
(On Official Letter Head of the Buyer)

To,

Date:

ADHUNIK POWER & NATURAL RESOURCES LIMITED

Subject: Undertaking for Compliance of Safety Provisions of State Factory Act and Safety Norms and Guidelines of APNRL

Dear Sir,

This is to certify that we M/S _____ the buyer for the ADHUNIK POWER & NATURAL RESOURCES LIMITED Fly Ash / Pond Ash against EOI No. APNRL/EOI/26-27/11326 Dt:13.03.2026 that the Fly Ash Pond Ash, if allocated to us, we will comply all Safety Provisions of State Factory Act and Safety Norms and Guidelines of APNRL.

(Signature of authorized person)

(Name & Designation)

(Seal/ Stamp of Company)

ANNEXURE – III

(ON BIDDER’S LETTERHEAD)

STATEMENT OF DEVIATIONS / EXCLUSIONS

Buyer’s Offer Ref. No.

Date

To,

ADHUNIK POWER & NATURAL RESOURCES LIMITED

Dear Sir,

We declare that there are no deviations from the terms and conditions outlined in your Bidding documents.

Date: _____

Signature _____

Place: _____

Name _____

Designation _____

Common Seal or Stamp _____

ANNEXURE – IV

CHECK LIST FOR SUBMISSION ALONG WITH DOCUMENTS

Name of Buyer:

Address:

Sl. No.	Description of Check Points	YES / NO/NOT APPLICABLE	Remarks
1	Submitted documents related to Qualification requirements & turnover details supporting your eligibility, complete in all respects		Audited balance sheet of last three Financial Years showing business turnover, Profit and Loss Account etc. Undertaking for usage of Fly Ash – Annexure IIA
2	Whether submitted EMD of required value as per requirement of the bid document		
3	Whether the Buyer Details at Annexure-V have been filled and submitted		

Date:

(Name & Signature of Buyer)

ANNEXURE – V

(On official letter head of the Company)

Buyer Details

(For submission along with documents)

Sl. No.	Description	Details		
1	Name of the Buyer			
2	Turnover of last 3 years	2022-23	2023-24	2024-25
3	Fly Ash Utilization of last 3 years	2022-23	2023-24	2024-25
4	Status (Company / Individual / Partnership firm)			
5	Registered Address			
	Telephone No.			
	Fax No.			
6	Communication Address			
	Telephone No.			
	Fax No.			
7	LST / CST / TIN No.			
8	Shipping Address for Fly Ash / Pond Ash			
	Authorized Person Details			
	Name of the Authorised Person			
	Designation			
	Address for Communication			
	Telephone No.			
	Fax No.			
	Email Id			

For and on behalf of _____

Signature :
(Authorized Representative)
Name
Designation