

TENDER DOCUMENT

FOR TRANSPORTATION OF FLY ASH

Auction Date & Time: 11/04/2026 from 10 AM to 12 PM

Inspection Date: Any working day till the day before the auction

Tender No. : APNRL/FA/TRANS/2026/01 Dated: 29/03/2026

Issued By Adhunik Power & Natural Resources Limited (APNRL) Adityapur-Kandra Road, Padampur Saraikela-Kharswan, Jharkhand – 832402 from their 2 × 270 MW THERMAL POWER PLANT.

Important dates (tentative- working days):

Activity	Tentative date
Issue date of Tender	29.03.2026
Last date and time for receiving pre-bid queries	03.04.2026
APNRL response to queries lasted by*	04.04.2026
Tender Submission	10.04.2026
Information of qualified bidders by APNRL	11.04.2026

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. Mr. Satyendra Singh	7319942726

Submission of Bid:

Sealed BID is to be submitted by the bidder by 11.04 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, Saraikela-Kharsawan, behind PGCIL Substation, Jharkhand-832402
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Websites: For referring to Invitation for Tender, Tender documents, and downloading of the same <https://www.adhunikpower.com/tender.html>

Auction shall be conducted at below address:

Adhunik Power & Natural Resources Limited Padmapur, Saraikela -Kharsawan, Jharkhand

SECTION 1 – NOTICE INVITING TENDER

Adhunik Power & Natural Resources Limited (APNRL) invites **competitive bids from experienced transport contractors** for transportation of **Fly Ash generated from its 2 × 270 MW Thermal Power Plant.**

Particular	Details
Tender No	APNRL/FA/TRANS/2026/1
Name of Work	Transportation of Fly Ash
Estimated Quantity	11,30,000 MT per year
Contract Period	1 Year
Distance Range	0 – 300 KM
Bid System	Two-Envelope System

SECTION 2 – INTRODUCTION OF APNRL

Adhunik Power & Natural Resources Limited operates a **2 × 270 MW coal-based thermal power plant** located at Padampur, Adityapur-Kandra Road Saraikela-Kharswan District Jharkhand.

The plant generates **fly ash as a by-product of coal combustion**, which must be transported to various industries such as:

- Cement plant
- Fly ash brick manufacturers
- Ready mix concrete plants
- Road construction projects
- Mine/Low lying area filling operations

SECTION 3 – SCOPE OF WORK

The contractor shall perform the following:

1 Loading: Fly ash will be loaded from:

- Dry Fly Ash Silos
- Ash Dyke / Pond Area

2 Transportation

- Bulklers
- Covered trucks
- Tippers.
- Road- cum- Rail mode
- Others specified by Ministry of Power 's guidelines dated 30.01.2026

3. Delivery: Transportation to authorized users located within **0–300 km radius**.

4. Quantity: Approximate quantity: **11,30,000 MT per year**

SECTION 4 – TRANSPORTATION REQUIREMENT

Minimum Truck Capacity: 20–25 MT

Minimum Bulker Capacity: 40-45 MT

Estimated number of vehicles required: **80–120 trucks/bulkers depending on dispatch schedule**

Vehicles must:

- Be fully covered
- Have valid permits
- Have pollution certificate.

SECTION 5 – ELIGIBILITY CRITERIA

Technical Eligibility: Bidder must have minimum **3 years' experience in bulk material transportation** AND Completed at least **1 contract of 50,000 MT/year**

Financial Eligibility: Average annual turnover: **₹3 Crore in last 3 years**

Statutory Requirements

Bidder must have:

- GST Registration
- PAN
- PF Registration
- ESIC Registration.

SECTION 6 – BID SUBMISSION

The bid will consist of two envelopes:

Envelope-1 Technical Bid

Includes:

- Company profile
- Experience certificates
- Vehicle list
- Financial statements

Envelope-2 Price Bid

Rate quoted per MT based on distance slab.

SECTION 7 – PRICE BID FORMAT

Sl No	Distance Slab	Estimated Quantity (MT/Year)	Rate (₹/MT)	Amount
1	0 – 50 KM			
2	50 – 100 KM			
3	100 – 150 KM			
4	150 – 200 KM			
5	200 – 250 KM			
6	250 – 300 KM			

SECTION 8 – PAYMENT TERMS

Payment will be made: On monthly basis based on actual quantity transported.

Payment timeline: **30 days from invoice submission**

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SECTION 9 – PENALTY

Penalty applicable for: Delay in transportation, non-deployment of vehicles, Fly ash spillage, disposal of Fly Ash at prohibited areas.

Penalty example: ₹200 per MT.

SECTION 10 – SAFETY

Contractor must comply with:

- APNRL safety rules
- PPE for drivers and helpers
- Speed limits inside plant.

SECTION 11 – ENVIRONMENTAL COMPLIANCE

Contractor must ensure:

- No dust emission
- Covered transportation
- Compliance with Pollution Control Board norms.

SECTION 12 – FORCE MAJEURE

Contractor not liable for delay due to:

- Natural disasters
- War
- Government restrictions.

SECTION 13 - Understanding and Clarification of BID Documents.

- i. The Transporter 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 Transporter 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 Ten days before start of Auction otherwise, the request for clarification shall not be entertained. After receipt of such interpretation or clarifications, the Transporter 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.

SECTION 14 - Award for supply of Fly Ash / Pond Ash

- i. The APNRL will issue Award Letter of allocation for Transport of Fly Ash / Pond Ash in writing to the successful Transporters. The successful Transporter shall return the duplicate copy of the award letter duly signed & stamped as token of their acknowledgement.

- ii. APNRL shall be the sole judge in this regard.
- iii. Transporter would be required to comply with all requirements of the notification of allocation without any extra cost to the Supplier (APNRL), failing which his bid security may be forfeited.

SECTION 15 - Acquaintances of local conditions

It will be imperative for the Transporter 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.

SECTION 16 - Language of the Contract

All Expression of Interest shall be submitted in English Language.

SECTION 17 - Confidentiality

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

SECTION 18 - 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 Transporter.

SECTION 19 - Insurance & Transporter's Liability

- i. The Transporter shall be fully responsible for maintaining all the insurances as per law of land at its cost.

- ii. The Transporter 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 Transporter or not) or property in or about the plant including the Silo area (inside/outside the plant) which may arise out due to Transporters act/negligence while carrying out the contract.

SECTION 20 - 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.

SECTION 21 - Indemnity for Défense of Suits

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

SECTION 22 – Safety Requirements

The Transporter 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 Transporter. The Transporter shall also ensure safety and security of all APNRL and their own personnel at delivery site.

SECTION 23 – Disorderly Conduct

The Transporter shall at all times take all reasonable precautions to prevent any unlawful, notorious or disorderly conduct by or amongst the Transporter'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.

SECTION 24 - 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.

SECTION 25 - SPECIAL CONDITIONS OF SUPPLY

1. 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 transporters within stipulated time frame to any other party at the sole discretion of the supplier.
- iii. Quantity: 11,30,000 MT
- iv. Period: 01 Year

2. Working Hours

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

3. 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 Transporters's vehicle at the loading point.
- iii. The company's standard terms & conditions for Ash loading shall apply.

4. Quality of Fly Ash

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

5. Quantity Allocation & De-allocation:

Following criteria would be adopted in deciding the successful bidders:

- i. Precedence will be accorded to the lowest bid price in the descending order (L1, L2, L3 and so on) if the offered quantity is available for allocation.
- ii. If two or more transporters bid the same lowest price, precedence for allotment will be accorded to the transporter 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.

6. 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.

7. Award price

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

8. Period of Supply

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

9. Upward Quantity Flexibility

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

10. Commencement of first off take

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

11. Weighment for Invoicing

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

12. Compensation against shortfall during regular off take

- a. After commencement of first off take, transporter will be required to lift Fly Ash / Pond Ash on regular basis in accordance with agreed quantity as per contracted schedule. The transporter shall have to lift at least 80% of annual contracted quantity / annual adjusted quantity (in case of short supply) on prorata basis. In case transporter 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).
- b. 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 Transporter for the quarter.
- c. 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.

- d. Compensation due on a Transporter, if not deposited separately will be deducted from the advance available or recovered from the CPG of the Transporter.
- e. Quarterly quantity shall be considered from the scheduled date of start till completion of quarter and subsequently so on till expiry of contract.

13. Termination of Contract

- a. 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 Transporter shall not be entitled to any compensation from the supplier.
- b. The Supplier also reserves the right to terminate the contract in the event of breach of contract by the Transporter giving one month notice in writing of their intentions to do so and in such an event the Transporter shall not be entitled to any compensation from the supplier

14. Following will constitute Breach of Contract:

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

15. Taxes, Duties, Levies etc.

- i. The Transporter 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 transporter extra at actual.

16. Responsibility during Transportation

- i. The Transporter will be responsible for any kind of injuries or accidents caused to their employees or labourers 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 Transporter shall indemnify the APNRL from all such action or claim from damages/compensation. If the APNRL is held liable for any compensation, Transporter shall forthwith compensate the APNRL if any, such claim arose after expiry of the contract period.
- ii. The Transporter's transporter(s) shall have valid license of statutory, State Govt. / Central Govt. Authority for transportation of specified goods if required.
- iii. The Transporter shall be solely responsible for proper management,

loading, transportation, unloading, handling etc. of FLY ASH lifted from the TPP on a daily basis, right from loading point at the Plant to its unloading points. The Transporter 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 Transporter during/beyond tenure of this Agreement w.r.t FLY ASH / POND ASH lifted under this Agreement.

- iv. Persons engaged by the Transporter 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 Transporter 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 Transporter or its transporter(s) shall be the liability of Transporter and any cost on account of such repair shall be solely borne by the Transporter.
- vi. APNRL reserves the right to recover the damages caused by vehicles or manpower deployed by the Transporter in APNRL's premises; It is further clarified that if any vehicle/ personnel deployed by the Transporter 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.

ANNEXURES

(to be enclosed)

Annexure-1

Bidder Information

Company Name

Address

Contact Person

Email

Phone.

Annexure-2 Experience Details

Client	Work	Quantity	Year

Annexure-3 Financial Turnover

Year	Work	Turnover

Annexure- 4 Technical Bid Form

**TECHNICAL BID FORM
FOR TRANSPORTATION OF FLY ASH
2 × 270 MW THERMAL POWER PLANT**

Tender No: APNRL/FA/TRANS/2026/1

Submitted To:

Adhunik Power & Natural Resources Limited (APNRL)

Adityapur-Kandra Road, Padampur

Saraikela-Kharswan, Jharkhand – 832402

1. BIDDER INFORMATION

Sl No	Particulars	Details
1	Name of the Company/Firm	
2	Registered Address	
3	Correspondence Address	
4	Name of Authorized Person	
5	Designation	
6	Phone Number	

Sl No	Particulars	Details
7	Email ID	
8	GST Registration No	
9	PAN No	
10	PF Registration No	
11	ESIC Registration No	

2. COMPANY PROFILE

Particulars	Details
Year of Establishment	
Type of Organization	
Nature of Business	
Total Number of Employees	

3. EXPERIENCE DETAILS

Experience in transportation of **fly ash / coal / bulk materials**

Sl No	Client Name	Work Description	Quantity (MT)	Contract Value	Year

Attach supporting documents.

4. FINANCIAL DETAILS

Financial Year	Annual Turnover (₹)
2022-23	
2023-24	
2024-25	

Attach audited balance sheets.

5. VEHICLE DETAILS

Sl No	Vehicle Number	Vehicle Type	Capacity (MT)	Ownership (Owned / Lease)

6. DOCUMENTS SUBMITTED

Tick (✓) if submitted.

Sl No	Document	Submitted
1	PAN Card	
2	GST Registration	
3	PF Registration	
4	ESIC Registration	
5	Experience Certificates	
6	Audited Financial Statements	
7	Vehicle RC Copies	
8	Insurance Documents	

7. DECLARATION BY BIDDER

I/We hereby declare that:

1. The information provided in this Technical Bid is true and correct.
2. I/We have read and understood the tender document completely.
3. I/We agree to abide by all terms and conditions of the tender.
4. If awarded the contract, we shall execute the work as per tender conditions.

Signature of Authorized Signatory

Name: _____

Designation: _____

Company Seal

Date: _____

Place: _____

Annexure-5 Price Bid Form

FOR TRANSPORTATION OF FLY ASH

(Financial Bid)

Tender No: APNRL/FA/TRANS/2026/1

**Name of Work: Transportation of Fly Ash from
2 × 270 MW Thermal Power Plant of Adhunik Power & Natural Resources Limited
(APNRL)**

Location: Adityapur-Kandra Road, Padampur, Saraikela-Kharswan, Jharkhand – 832402

Contract Period: 1 Year

1. BIDDER DETAILS

Particular	Details
Name of Bidder	
Address	
Contact Person	
Phone	
Email	

2. PRICE BID (DISTANCE-WISE RATE)

Rates to be quoted in INR per Metric Ton (₹/MT)

Inclusive of loading, transportation, unloading, labour, fuel, and all operational expenses (excluding GST).

Sl No	Distance Slab	Estimated Quantity (MT/Year)	Rate (₹/MT)	Amount
1	0 – 50 KM			
2	50 – 100 KM			
3	100 – 150 KM			
4	150 – 200 KM			
5	200 – 250 KM			

Sl No	Distance Slab	Estimated Quantity (MT/Year)	Rate (₹/MT)	Amount
6	250 – 300 KM			

Total Estimated Quantity: 800000 MT

3. SUMMARY OF PRICE

Description	Amount (₹)
Total Transportation Cost	
GST (if applicable)	
Grand Total	

4. DECLARATION BY BIDDER

I/We hereby confirm that:

1. The quoted rates are firm and valid for the entire contract period of 1 year.
2. The quoted rates include all costs such as fuel, labour, vehicle maintenance, insurance, and overheads except GST.
3. I/We have read and understood all tender conditions and agree to execute the work accordingly.

Signature of Authorized Signatory

Name: _____

Designation: _____

Company Seal

Date: _____

Place: _____

Annexure-6 DECLARATION BY TRANSPORTER

(To be submitted on the Bidder's Letterhead)

Tender No: APNRL/FA/TRANS/2026/01

Name of Work: Transportation of Fly Ash from
2 × 270 MW Thermal Power Plant of Adhunik Power & Natural Resources Limited (APNRL)

Plant Location:

Adityapur-Kandra Road, Padampur
Saraikela-Kharswan, Jharkhand – 832402

DECLARATION

I/We hereby declare that:

1. I/We have carefully read and understood all the terms and conditions of the tender document for Transportation of Fly Ash and agree to abide by them fully.
2. I/We confirm that our firm/company has not been blacklisted, banned, or debarred by any Central Government, State Government, PSU, or any other authority.
3. I/We confirm that all information furnished in the Technical Bid and supporting documents is true and correct to the best of our knowledge.
4. I/We undertake to deploy sufficient number of trucks/bulkers and necessary manpower to execute the transportation work smoothly if the contract is awarded to us.
5. I/We agree to comply with all safety, environmental, and statutory regulations applicable for transportation of fly ash.
6. I/We shall be responsible for any loss, damage, or spillage during transportation and shall follow all guidelines issued by APNRL and statutory authorities.
7. I/We undertake that the rates quoted in the Price Bid are firm and valid for the entire contract period.
8. In case any information submitted by us is found to be false or misleading, APNRL shall have the right to reject our bid or terminate the contract without any liability.

BIDDER DETAILS

Particular	Details
Name of Firm/Company	
Address	
Name of Authorized Signatory	
Designation	
Phone	
Email	

Signature of Authorized Signatory

Name: _____

Designation: _____

Company Seal

Date: _____

Place: _____

Annexure-7 UNDERTAKING BY TRANSPORTER

(To be submitted on the Bidder's Letterhead)

Tender No: APNRL/FA/TRANS/2026/01

Name of Work: Transportation of Fly Ash from
2 × 270 MW Thermal Power Plant

Issued By:

Adhunik Power & Natural Resources Limited (APNRL)
Adityapur-Kandra Road, Padampur
Saraikela-Kharswan, Jharkhand – 832402

UNDERTAKING

I/We, _____, Proprietor/Partner/Authorized Signatory of **M/s**
_____, hereby undertake the following:

1. That I/We have **carefully read and understood the tender document**, terms and conditions, and scope of work for the transportation of fly ash from APNRL.
2. That I/We agree to **execute the transportation work strictly in accordance with the tender conditions**, if the contract is awarded to us.
3. That I/We shall **deploy adequate number of trucks/bulkers**, manpower, and equipment required for transportation of approximately **MT of fly ash per year within the distance range of 0–300 km**.
4. That all vehicles deployed shall have:
 - Valid **Registration Certificate (RC)**
 - Valid **Fitness Certificate**
 - **Insurance coverage**
 - **Pollution Under Control (PUC) certificate**
 - Necessary permits as per Motor Vehicle Act.
5. That I/We shall comply with **all statutory regulations**, including labour laws, safety regulations, and environmental norms applicable for transportation of fly ash.
6. That I/We shall be responsible for **any damage, loss, or spillage during loading, transportation, or unloading of fly ash**.

7. That I/We shall follow all **safety rules and instructions issued by APNRL authorities** within the plant premises.
8. That I/We shall **maintain proper discipline, safety standards, and environmental compliance** during execution of the contract.
9. That in case any information submitted by us is found to be **false or misleading**, APNRL shall have the right to **cancel our bid or terminate the contract without any liability**.

ANNEXURE -8 Indemnity Format

INDEMNITY BOND

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

We _____ 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:

- No observance 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 negligence on the part of the firm, _____ (Name of the Transporter) 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 loses, damages, claims, expenses or decrees arising out of such action.

We _____ (Name of Transporter) at our own expense, defend and indemnify the APNRL 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:

Witness:

1. _____

2. _____

